motion to dismiss appeal

Judge Davis Apl 18

Judge Strong

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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~494~~ 249

THE MERCHANTS' EXCHANGE NATIONAL BANK OF NEW YORK, APPELLANT,

vs.

JOHN THOMPSON, BANKRUPT.

No. ~~495~~ 250

ERASTUS F. MEAD, APPELLANT,

vs.

JOHN THOMPSON, BANKRUPT.

APPEALS FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

FILED DECEMBER 7, 1871.

Dec 7 1871

SUPREME COURT OF THE UNITED STATES.

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a UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, Kenneth G. White, clerk of the circuit court of the United States of America for the southern district of New York, in the second circuit, do hereby certify that the following pages, numbered from one to four hundred and four, inclusive, contain a true and complete transcript of the record and proceedings had in said court in the case of in the matter of John Thompson, a bankrupt, Erastus F. Mead and The Merchants' Exchange National Bank, appellants, as the same remains of record and on file in said office.

In testimony whereof I have caused the seal of the said court to be hereunto affixed, at the city of New York, in the southern district of New York, in the second circuit, this 1st day of December in the year of our Lord one thousand eight hundred and seventy-one, and of the independence of the said United States the ninety-sixth.

KENNETH G. WHITE, *Clerk.*

[5-ct. int.-rev. stamp, canceled.]

1 In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON. Petition for adjudication in bankruptcy of himself. } No. 304. In bankruptcy.

I, the undersigned, a register of the said court in bankruptcy, have examined the annexed petition of John Thompson, a petitioner for adjudication in bankruptcy of himself, and schedules filed therewith, and certify that the same are correct in form.

Witness my hand at my office, number 202 Broadway, in the city of New York, in the southern district of New York, this fifteenth day of October, 1867.

ISAAC DAYTON,
Register, &c.

2

3 District court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BY WHOM a petition for adjudication of bankruptcy was filed on — day of October, A. D 1867, in said court. } In bankruptcy.

SOUTHERN DIST. OF NEW YORK, *ss:*

Edwin More, of No. 37 Wall street, in the city of New York, being duly sworn, deposes and says that he is the attorney for the petitioner in the above-entitled matter; that the petition and schedules herewith furnished and presented to Mr. Isaac Dayton, register in bankruptcy of said court, in obedience to the rule of said court, are duplicate originals of the petition and schedules filed with the clerk of this court on the — day of October, 1867, and in which an order of reference was made to said register on the — day of October, 1867.

EDWIN MORE.

Subscribed and sworn to before me this fifteenth day of October, 1867.

ISAAC DAYTON,
Register in Bankruptcy.

4

5 [Form No. 1.—Petition by debtor.]

To the Hon. Samuel Blatchford, judge of the district court of the United States for the southern district of New York:

The petition of John Thompson, of the city of New York, in the county of New York and State of New York, and district aforesaid, respectfully represents that he has resided, and his place of business has been, in the city of New York for six months next immediately preceding the filing of this petition at No. , within said judicial district; that he owes debts exceeding the amount of three hundred dollars, and is unable to pay all of the same in full; that he is willing to surrender all his estate and effects for the benefit of his creditors, and desires to obtain the benefit of the act entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that the schedule hereto annexed, marked A, and verified by your petitioner's oath, contains a full and true statement of all his debts, and (so far as it is possible to ascertain) the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said act; that the schedule hereto annexed, marked B, and verified by your petitioner's oath, contains an accurate inventory of all his estate, both real and personal, assignable under the provisions of said act:

Wherefore your petitioner prays that he may be adjudged by the court to be a bankrupt within the purview of said act, and that he may be decreed to have a certificate of discharge from all his debts provable under the same.

JOHN THOMPSON.

E. MOORE, 37 *Wall St.*,
Attorney for Petitioner.
Residence, 69 Carroll St., Brooklyn.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, John Thompson, the petitioning debtor mentioned and described in the foregoing petition, do hereby make solemn oath that the statements contained therein are true, according to the best of my knowledge, information, and belief; and I do further make oath that I am a citizen of the United States of America, and that I will bear true faith and allegiance to the same.

JOHN THOMPSON,
Petitioner.

Subscribed and sworn to before me this 7th day of October, A. D. 1867.

ISAAC DAYTON,
Register in Bankruptcy.

7 [Petition by debtor.—No. 1.]

SCHEDULE A.—*Statement of all creditors who are to be paid in full, or to whom priority is secured, according to the provisions of the 28th section of said act.*

Order of payment; preferred claims.	Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.	When and where contracted.	Nature and consideration of the debt, and whether contracted as co-partner or joint contractor; and, if so, with whom.
1. Debts due the United States, and taxes and assessments under the laws thereof	None	None	None	None	None	None.
2. Debts due to the State of New York, and taxes and assessments under the laws of said State	None	None	None	None	None	None.
3. Wages due clerk, servant, &c., to an amount not exceeding $50, for labor performed within six months	None	None	None	None	None	None.
4. Other debts preferred by said act	None	None	None	None	None	None.

JOHN THOMPSON, *Petitioner.*

8

9 [Petition by debtor.—No. 2.]

SCHEDULE A.—*Creditors holding securities.*

[N. B.—Particulars of securities held, with dates of same, and when given, to be stated under the names of the several creditors, and also particulars concerning each debt, as required by the 11th section of the act, and whether contracted as co-partner or joint contractor with any other person, and, if so, with whom.]

Reference to ledger or voucher.	Names of creditors.	Residences and description.	When and where contracted.	Value of securities.	Amount of debts.
None	None	None	None	None	None.

JOHN THOMPSON, *Petitioner.*

10

SCHEDULE A.—*Creditors whose claims are unsecured.*

[N. B.—When the name and residence (or either) of any drawer, maker, endorser, or holder of any bill or note, &c., are unknown, the fact must be stated; and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property; the nature of each debt and demand, whether founded on written security, obligation, contract, or otherwise; and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount, computed to 1st September, 1857.	When and where contracted. (See N. B. at end of this schedule.)	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and if so, with whom. (See note at end of this column. All the debts are individual.)
			$ c'ts.		
100	Abbott & Dutton..	Muscatine, Iowa; occupation unknown.	145 31	In New York City; a running account with Thompson, a banker; contracted in New York City within a few weeks prior to 31 August, 1857.	This was a balance to their credit, on deposit with John Thompson at the time of his failure in August, 1857. He was a banker at No. 2 Wall street—an individual liability of petitioner. It is an open account not in judgment. All the deposit accounts, hereafter more briefly set out, are of the same description.
924	F. G. Adams.....	Coxsackie, New York; gentleman..	652 50	In New York City, in summer of 1857.	A balance due him on deposit with petitioner at the time of his failure in August, 1857. Not in judgment & in open account.
82	Agawan Bank.....	Springfield (Massachusetts) Bank ..	148 50	In New York City, August 31, 1857.	A balance due on deposit account, same as above. This claim is in judgment.
129	Allen & Co.....	Boston, Massachusetts; occupation not known.	698 70	In New York City, August, 1857...	They had an account with petitioner as a banker, and that balance was on deposit with and owing by him when he made his assignment, August 31st, 1857. Same as above. In open account.
96	Anthracite Bank...	Samagna (Pennsylvania) Bank.....	$971	In New York City, August 31, 1857	A balance in his hands as a banker, on deposit when he failed. In open account. Individual debt.
103	C. G. Anderson	Keokuk, Iowa.....	$204 59	In New York City, August 31, 1857.	A balance of money on deposit with petitioner when he assigned. Individual debt, and in open account.
109	Andrews & Waterman.	Detroit, Michigan; were bankers; present occupation unknown.	306 65	In the city of New York, August 31, 1857.	A balance of money on deposit with petitioner when he assigned. An individual debt, standing in open account.
				JOHN THOMPSON, *Petitioner.*	
12 114	E. E. Anderson & Co., St. Louis, Missouri.	St. Louis, Missouri; were bankers; present occupation unknown.	13,218 40	In the city of New York, August 31, 1857.	That balance on deposit with petitioner when he assigned. An individual debt, standing in open account.
921	Andrews & Evans	Delaware, Ohio; were bankers; present	$48 50	In the city of New York, August 31, 1857.	A balance of that amount on deposit with petitioner when he assigned. An individual debt. In open account.
759	Appleton & Co	Baltimore, Maryland; occupation unknown.	$94 06	In the city of New York, August 31, 1857.	A balance of that amount on deposit with petitioner when he made his assignment, August 31, 1857. An individual debt. In open account.
872	J. G. Atkinson & Co.	Leavenworth, Kansas; was a banker; present occupation unknown.	$341 26	In the city of New York, August 31, 1857.	A balance of money on deposit with petitioner when he assigned in August, 1857. In open account. Individual debt

	1004	Brown County Bank.	Depere, Wisconsin; banker.....	$784 24	In New York City, August 31, 1857.	A balance on deposit with petitioner when he failed. In open account. An individual debt.
	1009	Brown & Keep....	Buffalo, N. Y.; were bankers; present occupation unknown.	$4,327 50	In New York City, August 31, 1857.	A balance on deposit with petitioner of that amount when he failed, August, 1857. In open account. An individual debt.
	190	Thomas Brown & Co.	Louisville, Kentucky; occupation unknown; were bankers.	$302 00	In New York City, August 31, 1857.	A balance of that amount on deposit with petitioner when he assigned on the 31st of August, 1857. In open account, and individual.
	196	E. G. Barkam.....	Cincinnatti, Ohio; occupation unknown; were bankers.	$539 00	In New York City, August 31, 1867. JOHN THOMPSON, *Petitioner.*	A balance of that amount on deposit with petitioner when he assigned on the 31st of August, 1857. Individual and an open account.
13	497	Jacob Bunn.....	Springfield, Illinois; occupation unknown.	$6,484 40	In New York City, August 31, 1857.	A balance of money on deposit with your petitioner when he failed. Individual debt. It is in judgmen'.
	1149	J. H. Bassing & Co.	Cincinnati, Ohio; unknown; were bankers.	$17,484 89	In New York City, August 31, 1857.	That balance on deposit with petitioner when he failed. In judgement. Individual.
	No page	Bank of Fox Lake.	Fox Lake	$10,720 48	In New York City, August 31, 1857.	That amount on deposit with petitioner when he failed. Individual. In judgment.
	138	Bank of Corning...	Corning, New York; banker.....	$571 80	In New York City, August 31, 1857.	That amount on deposit with petitioner when he failed. Open account. Individual account.
	1050	Bank of Castleton .	Castleton, Vermont; banker	$5,388 00	In New York City, August 31, 1857.	That amount on deposit with petitioner when he failed. Individually. In judgment.
	1088	Bank of Kent.....	State of New York; banker; Luddingtonville.	$3,680 55	In New York City, August 31, 1857.	That amount on deposit with petitioner when he failed. Individualy, & *an'* in judgment.
	876	Bank of Napierville	Napierville, Illinois; banker	$1,594	In New York City, August 31, 1857.	That amount on deposit with petitioner when he failed. Individual. In judgment.
	157	Bank of Nebraska .	Omaha, Nebraska; banker.....	$7,881 00	In New York City, August 31, 1857.	That balance on deposit with petitioner when he failed. Individual. In judgment.
	886	Bank of Rockville, Indiana.	Rockville, Indiana; banker.....	$358 65	In New York City, August 31, 1857.	That balance on deposit with petitioner when he failed. Individual, & an open account.
	1002	Bank of Whitewater.	Whitewater, Wisconsin; banker ...	$13,470 30	In New York City, August 31, 1857. JOHN THOMPSON, *Petitioner.*	That balance on deposit with petitioner when he failed. Individual, & in open account.
14	162	J. H. Baker & Co..	Macomb, Illinois; occupation unknown.	$459 00	In New York City, August 31, 1857.	The balance on deposit with petitioner when he failed. Individual. Open account.
	165	Bay & Baldwin	Chicago, Illinois; occupation unknown.	128 00	August 31, 1857, in New York City.	That balance on deposit with petitioner when he failed. Individual. Open account.
	167	Ball & McKee	Grand Rapids, Michigan; occupation unknown.	209 99	In New York City, August, 1857....	That balance on deposit with petitioner when he failed. Individual. Open account.
	687	Barclay, Ogg & Saran.	M't Pleasant, Iowa; occupation unknown; were bankers.	$720 61	In New York City, August 31, 1857.	That balance on deposit with petitioner at the time of his failure. An individual debt, and in open account.
	759	C. Baldwin	Decorah, Iowa; was banker; occupation unknown.	$ 80	In New York City, August 31, 1857.	Being a balance due him from petitioner on account of moneys deposited. With open account.
	759	D. Ball & Co	Grand Rapids, Michigan; was a banker; present occupation unknown.	$7 89	In New York City, August 31, 1857.	Being a balance due them from petitioner on account of moneys deposited with him in an open account.
	1040	J. C. Barber	Chicago, Illinois; a banker in 1857; present occupation not known.	$15 18	In New York City, August 31, 1857.	Being a balance due him from petitioner on account of moneys deposited with him in an open account.
	181	Charles H. Boney..	Winona, Minnesota; was a banker; occupation unknown.	$483 09	In New York City, August 31, 1857.	Being a balance due him from petitioner on account of moneys deposited with him in open account.
	853	R. A. Bassett	Bamboo, Wisconsin; was a banker; present occupation unknown.	$38 48	In New York City, August 31, 1857. JOHN THOMPSON, *Petitioner.*	Being a balance due him from petitioner on account of moneys deposited with him in open account.

Schedule A No. 3—Continued.

Reference to ledger or voucher.		Names of creditors.	Residences and occupations.	Amount computed to 1st September, 1867.	When and where contracted. (See N. B. at end of this schedule.)	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person, and if so, with whom. (See note at end of this column. All the debts are individual.)
15	1105	Bell, Johnston, Jack & Co.	Hollidaysburgh, Pennsylvania; were bankers; occupation unknown.	$3 08	In New York City, August 31, 1857.	Being a balance due them from petitioner on account of moneys deposited by them with petitioner, in open account.
	184	Perley & Bells	Tecumseh, Michigan; were bankers; now unknown.	$3,138 57	In New York City, August, 31, 1857.	Being a balance due them from petitioner on account of moneys deposited by them with petitioner, in open account.
	775	O. P. Bissell	Peoria, Illinois; occupation not known; was banker.	$480 06	In New York City, August 31, 1857.	Being a balance due him from petitioner on account of moneys deposited by him with petitioner, in open account.
	759	Boyd, Moore & Co.	Defiance, Ohio; bankers	$83 42	In New York City, August 31, 1857.	Being a balance due them from petitioner, on account of moneys deposited by them with petitioner, in open account.
	200	J. H. Brush & Co.	Mitchell, Iowa; occupation not known.	$3,105 88	In New York City, August 31, 1857.	Being a balance due from petitioner on account of moneys deposited with them, by petitioner, in open account.
	1159	Cataract Bank	Suspension Bridge, New York; bank.	$77 16	In the city of New York, August 31, 1857.	A balance due on account of moneys deposited by bankrupt with petitioner. It is an open account.
	1579	J. W. Carey	Sidney, Ohio; occupation not known.	$60 38	In New York City, August 31, 1857.	A balance due him on account of moneys deposited by him with petitioner, in open account.
	1104	B. C. Carryl	Occupation not known; Buffalo, New York.	$3,327 65	In New York City, August 31, 1857.	Being a balance due him on account of moneys deposited by him with petitioner, in open account.
	222	Central Bank	Janesville, Wisconsin; banker.	$136 78	In New York City, August 31, 1857. JOHN THOMPSON, *Petitioner.*	Being a balance due on account of moneys deposited by the bank with the petitioner, in open account.
16	209	R. W. Chadbourne.	Columbus, Wisconsin; occupation not known.	$1,434 73	In New York City, August 31, 1857.	Being a balance due on account of money deposited by him with the petitioner. In judgment.
	212	R. N. Charrand	Newtown, Iowa; occupation not	$730 00	In New York City, August 31, 1857.	Balance due him on account of moneys deposited by him with petitioner, in open account.
	261	Alvah Church	Buffalo, New York; occupation unknown.	1 98	In New York City, August 31, 1857.	Balance due him on account deposited by him with petitioner, in open account.
	877	Chemung County Bank.	Elmira, New York; banker.	$1,572 79	In New York City, August 31, 1857.	Balance due from petitioner on account of moneys deposited with him by the bank, in an open account.
	1132	Daniel Chapman & Co.	Lyons, New York	$1,894 80	In New York City, August 31, 1857.	A check given by him to them in payment of a draft on him in their favor by one of petitioner's depositors; is not in judgment.
	916	Chemical Bank	New York City; bankers	$916 55	In New York City, August 31, 1857.	A check given by petitioner to in payment of a draft by one of his depositors on him in favor of the bank; is not in judgment.
	818	City Bank	Nashville, Tennessee; bank	$33 42	In New York City, August 31, 1857.	Balance due the *the* bank of moneys deposited with petitioner, in open account.
	905	Jonas Clark	Maygroketa	$3,184 67	In New York City, August 31, 1857.	Balance due him for moneys deposited with , in open account.

	228	Clinton Bank.....	Columbus, Ohio; bank.....	$2,319 30	In New York City, August 31, 1857.	Balance of money deposited by the bank with petitioner, in open account.
	683	Clark, Cotton & Co.	Columbus City, Indiana; occupation unknown.	$1,546 18	In New York City, August 31, 1857. JOHN THOMPSON, *Petitioner.*	Balance due them of moneys deposited by them with petitioner. In judgment.
17	855	E. Clark.....	Wellsville, New York; occupation unknown.	$113 61	In New York City, August 31, 1857.	Balance due him of moneys deposited by him with petitioner in open account.
906 & 916		Clark & White....	N. w York City; bankers.....	$439 02	In New York City, August 31, 1857.	Cash collected by the petitioner for them. In judgment.
906 & 916		Clark, Dodge & Co.	New York City; bankers.....	$3,896 00	In New York City, August 31, 1857.	Checks given to take up drafts on petitioner by depositors in their favor; not in judgment; they hold the checks.
	235	A. Cochran.....	Council Bluffs, Iowa; occupation unknown.	$805 61	In New York City, August 31, 1857.	Balance due him of moneys deposited by him with petitioner, in open account.
	759	Corse, Snowden & Corse.	Alexandria, Virginia; occupation unknown.	$16 74	In New York City, August 31, 1 857.	Balance due them of moneys deposited by them with petitioner, in open account.
	920	Coupons, Breckenridge Coal Co.	New York City; no occupation.....	134 00	In New York City, August 31, 1857.	Coupons belonging to the company used by petitioner. Open account.
	916	Cochran & Harding.	New York City; bankers.....	$231 93	In New York City, August, 1857.	Balance due them of moneys deposited with petitioner, in open account.
	867	J. P. Cook.....	Hillsdale, Michagan; occupation unknown.	$1 28	In New York City, August, 1857.	Balance due of moneys deposited by him with petitioner, in open account.
	1569	Corn Exchange Bank	Fairfield, Iowa; bank.....	$9 92	In New York City, August, 1857.	Balance due bank of cash deposits with petitioner, in open account.
	916	Crereling, Garrison & Beach.	New York City; bankers.....	$235 40	In New York City, August, 1857. JOHN THOMPSON, *Petitioner.*	A check given by him in payment of a draft by a deposite in their favor, in judgment; draft on petitioner & check by him.
18	231	Cumberland Savings-Bank.	Cumberland, Maryland; bank.....	$4,782 00	In New York City, August, 1857.	Balance of cash deposited by bank with petitioner, in open account.
	252	Carter & Warren..	Louisville, Kentucky; occupation unknown.	$2,429 83	In New York City, August, 1857.	Balance due them of cash deposited with petitioner, in open 'count.
	762	N. B. Curtis & Co..	Peoria, Illinois; occupation unknown.	$4,782 00	In New York City, August, 1857.	Balance of cash by them deposited with petitioner. In judgment.
	258	J. J. Cummings....	Butler, Pennsylvania; occupation not known.	$964 52	In New York City, August, 1857.	Balance of cash by him deposited with petitioner, in open account.
	258	Cuthbertson & Reno.	Iowa City, Iowa; occupation not known.	$228 13	In New York City, August, 1857.	Balance due them of cash deposit with petitioner, in open account.
	269	Joseph W. Davis..	Boston, Massachusetts.....	$5,298 09	In New York City, August, 1857.	Balance of cas' deposited by him with petitioner, in open account.
	814	Durby & Barksdale.	St. Louis, Missouri; occupation unknown.	$2,058 26	In New York City, August, 1857.	Balance of cash deposited by them with petitioner, in open account.
	1240	O. Davidson.....	Elgin, Illinois; occupation not known.	$2,807 68	In New York City, August, 1857.	Balance of cash by him deposited with petitioner, in open account.
	1249	Dunn & Burtis....	Buffalo, New York; banker.....	$5,720 00	In New York City, August, 1857.	Balance of cash by them deposited with petitioner; is in judgment.
	916	Danforth, Wright & Co.	New York City; occupation unknown.	$86 84	In New York City, August, 1857.	Balance of cash by them deposited with petitioner, in open account.
	1234	J. R. Dick.....	Meadville, Pennsylvania; banker..	$7,045 48	In New York City, August, 1857. JOHN THOMPSON, *Petitioner.*	Balance of cash due, deposited with petitioner in open 'court.
19	1659	Charles B. Drake..	Wilkesbarre, Pennsylvania; banker.	$2,185 84	In New York City, August, 1857...	Balance due him of cash deposits with petitioner. In judgment.

Schedule A No. 3—Continued.

	Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount, computed to 1st September, 1867.	When and where contracted. (See N. B. at end of this schedule.)	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person, and if so, with whom. (See note at end of this column. All the debts are individual.)
	916	Duncan, Sherman & Co.	New York City; bankers.....	$404 76	In New York City, August, 1857...	A balance due them on a check drawn by petitioner in their favor about 27 August, 1857, (in judgment,) to meet a draft by a depositor.
	916	David Danthell....	Residence & occupation unknown..	$104 46	In New York City, August, 1857...	Balance of money deposited by him with petitioner, in open account.
	315	Edes, Kelier & Co.	Leavonworth, Kansas; occupation not known.	$2,516 44	In New York City, August, 1857...	Being a balance of cash deposited with petitioner by them, in open account.
	299	Elliott, Hill & Co.	Shelbyville, Indiana; occupation not known.	$7,875 44	In New York City, August, 1857...	Being a balance of cash deposited with petitioner by them in open account.
	308	John Ellison.....	Manchester, Ohio; occupation not known.	$2,740 19	In New York City, August, 1857...	Balance due him of cash deposited with petitioner, in open account.
	284	A. C. Emley.....	Wilkesbarre, Pennsylvania; occupation not known.	$4,315 63	In New York City, August, 1857...	Balance due of cash deposited with petitioner, in open account.
	305	Ennis & Plant.....	Hastings, Montana Territory; occupation not known.	$669 39	In New York City, August, 1857..	Balance due them of cash deposited with petitioner, in open account.
	823	Exchange Marine Fire Insurance Company.	Cincinnati, Ohio; insurance.....	$473 42	In New York City, August, 1857...	Balance of cash deposited by the company with petitioner; open account.
	313	Farmers' Bank....	Wickford, Rhode Island; bank.....	$1,455 59	In New York City, August, 1857... JOHN THOMPSON, *Petitioner.*	Balance of cash deposited by the company with petitioner, in open account.
20	1572	D. H. Farlen & Co.	Chicago, Illinois; occupation unknown.	$106 46	In New York City, August, 1857...	Balance of cash deposited by them with petitioner, in open account.
	293	G. B. Eastman.....	St. Charles, Floyd County, Iowa; occupation unknown.	$15,213 00	In New York City, August, 1857...	A balance of cash deposited with petitioner by Ferguson & Eastman, of St. Charles, Floyd County, Iowa, assigned to G. B. Eastman, in open account.
	1413	Fox River Bank...	Greene Bay, Wisconsin; bank.....	$7,126 46	In New York City, August, 1857...	Balance of cash deposited by the bank with petitioner, in open account.
	312	J. G. Frazee.....	Sidney, Ohio; occupation unknown.	$2,529 20	In New York City, August, 1857...	Balance of cash deposited by him with petitioner, in open account.
	916	W. S. Gilman.....	New York City; occupation not known.	$1,115 80	In New York City, August, 1857...	A check or checks given him by petitioner to meet drafts on him (petitioner) by creditors having deposits with him. This balance is due and in open account.
	319	Glenns Falls Bank.	Glenns Falls, New York; bank.....	$7,126 46	In New York City, August, 1857...	Balance due the bank on account of cash deposited by it with petitioner. In judgment.
	802	T. Graham.....	Mercer, Pennsylvania; occupation unknown.	$106 24	In New York City, August, 1857...	Balance due him of cash deposited with petitioner, in open account.
	369	E. B. Hale	Cleveland, Ohio; occupation unknown.	$78 88	In New York City, August, 1857...	Balance due him of cash deposited with petitioner, in open account.
	385	Hascall & Co.....	St. Louis, Missouri; occupation not known.	$351 95	In New York City, August, 1857... JOHN THOMPSON, *Petitioner.*	Balance due them of cash deposited by them with petitioner, in open account.

1	759	O. T. Harmon.....	Residence & occupation unknown..	$3 83	In New York City August, 1857...	A balance due him of cash deposited with petitioner, in open account.
	819	G. H. Hazleton....	Chicago, Illinois; occupation unknown.	$3,188 00	In New York City, August, 1857...	Balance of cash deposited by him with petitioner, in open account.
	348	Samuel Harrison..	M't Pleasant, Ohio; occupation unknown.	$708 54	In New York City, August, 1857...	Balance due him of cash deposited with petitioner, in open account.
	840	Samuel Hazlett....	Washington, Pennsylvania; occupation unknown.	$3,485 50	In New York City, August, 1857...	Balance due him of cash deposited by him with petitioner. In judgment.
	348	Henry Williams, Hooper and Co.	Council Bluffs, Iowa; occupation unknown.	$1,474 39	In New York City, August, 1857...	Balance due them on money deposited, in open account.
	847	I. Hedges.....	Middlebury, Florida; occupation unknown.	$28 71	In New York City, August, 1857...	A balance due him of cash by him deposited with petitioner, in open account.
	679	J. W. Hill.....	Prescott, Wisconsin; occupation unknown.	$1,434 82	In New York City, August, 1857...	Balance of money deposited by him with petitioner, in open account.
	890	David Hill & Co...	Liverpool, England.....	$724 41	In New York City, August, 1857...	Balance of money deposited by them with petitioner, in open account.
	831	Noah Hinckley....	Boston, Massachusetts; occupation unknown.	$7 87	In New York City, August, 1857...	Balance of money deposited by him with petitioner, in open account.
	355	Holdship & Co.....	Osage, Iowa; occupation unknown.	$9,983	In New York City, August, 1857... JOHN THOMPSON, *Petitioner.*	Balance of money deposited by them with petitioner. In judgment.
22	377	John Hodgson.....	Dubuque, Iowa; occupation unknown.	$3,736 91	In New York City, August, 1857...	Balance of money deposited by them with petitioner. In judgment.
	759	Howard, Smith & Co.	Detroit, Michigan; occupation unknown.	$124 97	In New York City, August, 1857...	Balance of cash deposited by them with petitioner, in open account.
	916	Thomas Holloway.	New York City; occupation unknown.	$96 84	In New York City, August, 1857...	Check given him to pay a draft on petitioner by a deposit, & not paid. (Represented by the check.) Open account.
	896	W. I. Hopping.....	New York City; occupation unknown.	$4,782 00	In New York City, August, about 27, 1857.	Drafts drawn on petitioner by depositors, for which petitioner gave his check to Hopping, in whose favor drafts were drawn. Checks unpaid; not in judgment.
	367	W. I. Hubbell, cashier.	Bath, New York; cashier.....	$488 39	In New York City, August, 1857...	Balance of cash deposited by him as cashier with petitioner, in open account.
	433	W. T. Hastings...	Horse Heads, New York; occupation unknown.	$690 21	In New York City, August, 1857...	Balance of cash deposited by him with petitioner, in open account.
	No page	Robert Hervey....	Unknown.....	$364 32	In New York City, August, 1857...	Money deposited by him with petitioner, in open account.
	No page	L. D. Hetz.....	Unknown.....	$2,101 68	In New York City, August, 1857...	Money deposited by him with petitioner, in open account.
	592	Indiana Reserve Bank.	Kokomo, Indiana; bankers.....	$3,240 89	In New York City, August, 1857...	Money deposited by the bank with petitioner. In judgment.
	894	Ingham, Hall & Co.	Unknown	637 87	In New York City, August, 1857...	Money deposited by them with the petitioner. In judgment.
	402	Isett, Brewster & Co.	Leavenworth, Kansas; occupation, unknown.	$24,090 72	In New York City, August, 1857... JOHN THOMPSON, *Petitioner.*	Moneys deposited by them with the petitoner. In judgment.
23	89	Jacobs & Herd....	Lima, Iowa.....	$5,995 62	In New York City, August, 1857....	Moneys deposited by them with the petitioner. In judgment.
	927	Morris K. Jessup..	Can't ascertain; did live in New York City in 1857; occupation unknown.	$302 07	In New York City, August, 1857....	Moneys deposited by him with petitioner. In open account.
	411	C. & O. Jones.....	Chatfield, Montana Territory; occupation unknown.	$390 47	In New York City, August, 1857....	Moneys deposited by them with petitioner. In open account.

Schedule A No 3—Continued.

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount, computed to 1st September, 1867.	When and where contracted. (See N. B. at end of this schedule.)	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person, and if so, with whom. (See note at end of this column. All the debts are individual.)
413	Aquilla Jones, treasurer, Indianapolis, Indiana, auditor.	Indianapolis, Indiana, auditor.....	$33,077 49	In New York City, August, 1857....	Balance of money deposited by him with petitioner. In open account.
No page.	F. S. Jumpherd....	Dubuque, Iowa; occupation unknown.	$302 07	In New York City, August, 1857....	Moneys deposited by him with petitioner. In open account.
878	Katanyah Bank...	La Cro'se, Wisconsin; occupation, bankers.	$31 57	In New York City, August, 1857....	Cash deposited by the bank with petitioner. In open account.
1416	Kentucky Stock Bank.	Columbus, Indiana; bankers.....	10,313 61	In New York City, August, 1857....	Moneys deposited by them with petitioner. In judgment.
872	Kenney & Waterbury.	Portsmouth, Ohio: occupation unknown.	$12 21	In New York City, August, 1857....	Cash deposited by them with petitioner. In open account.
421	George Knowles...	East Randolph, Wisconsin; occupation unknown.	9 46	In New York City, August, 1857....	Money deposited by him with petitioner. In open account.
916	L. Johns & Brother	New York City.....	$486 09	In New York City, August. 1857.... JOHN THOMPSON, *Petitioner.*	A party having funds, deposited with petitioner a draft in favor of Johns & Brother on petitioner, who gave his check for the amount, which check they hold unpaid, and this amount is now due. It is in judgment.
24 849	James Lawther....	Red Wing, Montana; occupation not known.	$98 51	In New York City, August, 1857....	Money deposited by him with petitioner. In open account.
874	R. M. Lackey.....	Council Bluffs, Iowa; occupation not known.	45 91	In New York City, August, 1857....	Cash deposited by him with petitioner. Is in open account.
883	Nathan Lane & Co.	New York City; bankers.....	$8 77	In New York City, August, 1857....	A check given them by petitioner to take up a draft on him by a depositor. In open account.
916	Lawrence Clapp & Co.	New York City; occupation unknown.	318 80	In New York City, August, 1857....	A check given by petitioner to them to meet a draft on him in their favor by a depositor. Is not in judgment.
447	Leonard Fry & Co.	Tamagua, Pennsylvania; occupation unknown.	$694 72	In New York City, August, 1857....	Money deposited by them with the petitioner. In open account.
833	J. Lewis	Lodi, Ohio; occupation not known	$4 04	In New York City, August, 1857....	Balance due him of cash deposited with petitioner. Is in open account.
432	Josiah Lee & Co...	Baltimore, Maryland; occupation not known.	$199 90	In New York City, August, 1857....	Balance due them of cash deposited with petitioner. In open account.
487	Samuel Lightbody.	Janesville, Wisconsin; occupation not known.	$47 79	In New York City, August, 1857....	Money deposited by him with petitioner. Is in open account.
805	Thomas & W. J. Long.	Canada, Iowa; occupation not known.	$44 53	In New York City, August, 1857....	Moneys deposited by them with petitioner. Is in open account.
825	S. E. Locke.....	Lyons, Iowa; occupation unknown.	$3,698 74	In New York City, August, 1857....	Money deposited by him with petitioner. In open account.
444	Louis S. Lovell....	Ionia, Michigan; occupation unknown.	$44 05	In New York City, August, 1857....	Cash deposited by him with petitioner. In open account.

	446	E. Loughlin	Utica, New York; occupation not known.	$89 39	In New York City, August, 1857	Money deposited by him with petitioner. In open account
	916	Lucas Farmer & Co.	New York City; occupation unknown.	$478 20	In New York City, August, 1857. JOHN THOMPSON, *Petitioner.*	They hold a check given by petitioner for draft drawn on him by a depositor. Unpaid and not in judgment.
	425	Robert Lyons	Cadiz, Ohio; occupation unknown.	$13,226 27	In New York City, August, 1857	Moneys deposited by him with petitioner. In judgment.
25	442	J. B. Lyon & Co.	Conesut, Ohio; occupation unknown.	$991 41	In New York City, August, 1857	Cash deposited by them with petitioner. In open account.
	474	W. R. McDonald & Co.	Hamilton, Canada	$216 96	In New York City, August, 1857	Cash deposited by them with petitioner. In open account.
	482	McCullum & Parmlee.	Hillsdale, Michigan; occupation not known.	$99 89	In New York City, August, 1857	Moneys deposited by them with petitioner. In open account.
	764	A. J. McDowells	Cannot ascertain	$797	In New York City, August, 1857	Cash deposited by them with petitioner. In open account.
	836	McLean County Bank.	Bloomington, Illinois; banker	$1,035 38	In New York City, August, 1857	Cash deposited by bank with petitioner. In open account.
	1558	J. G. Meek & Co	Newton, Iowa; occupation unknown.	$279 28	In New York City, August, 1857	Money by them deposited with the petitioner. In open account.
	454	Merchants & Drovers' Bank.	Springfield, Illinois; bankers	$1,594	In New York City, August, 1857	Cash deposited by them with the petitioner. In open account.
	916	Merchants' Exchange Bank.	New York City; bankers	$4,239 12	In New York City, August, 1857	A check gave them by petitioner in payment of draft in their favor on him by a depositor. Is in judgment.
	547	Middletown Bank	Middletown, New York; bank	$161 87	In New York City, August, 1857	Money deposited with petitioner by the bank. In open account.
	465	Reuben Mitchell	Montezuma, Iowa; occupation unknown.	3,867 81	In New York City, August, 1857	Cash deposited with petitioner by the bank. Is in judgment.
	759	Mineral Bank	Maryland; P. O. unknown; bank	392 14	In New York City, August, 1857. JOHN THOMPSON, *Petitioner.*	Money deposited with the petitioner by the bank. Open account.
26	300	James Montgomery.	Shelbyville, Indiana; occupation unknown.	$4,752 00	In New York City, August, 1857	Money deposited with the petitioner. In open account.
	No page.	William S. Morse	Chicago, Illinois; occupation unknown.	$217 91	In N. Y. City, August, 1857	Cash deposited with petitioner by him. In open account.
	517	Ocoli Bank	Cleveland, Tennessee; bankers	$1,236 04	In New York City, August, 1857	Money deposited with petitioner by the bank. In judgment.
	916 & 816	Onondaga Bank	Syracuse, New York; bank	$435 00	In New York City, August, 1857	Money deposited with petitioner by the bank. In open account.
	340	R. Patrick & Co	Pittsburgh, Pennsylvania; occupation unknown.	$4,999 58	In New York City, August, 1857	Balance due from moneys deposited with petitioner. In judgment.
	545	R. G. Pardee	La Salle, Illinois	00 41	In New York City, August, 1857	A balance due on account of deposits with petitioner. In open account.
	525	Peninsular Bank	Detroit, Michigan; bank	$4,143 19	In New York City, August, 1857	Balance due of moneys deposited by bank with petitioner. In judgment.
	1339	People's Bank	Milwaukee, Wisconsin; bankers	$1,963 13	In New York City, August, 1857	Moneys deposited by the bank with petitioner. Open account.
	1653	People's Bank	Flint, Michigan; banker	$2,640 65	In New York City, August, 1857	Cash deposited with petitioner by the bank. Balance due on open account.
	905	People's Bank	New York City; bankers	$15,940 00	In New York City, August, 1857	Checks given by petitioner to pay drafts on him by depositors, in favor of the bank. Checks unpaid; not in judgment.
	916	Peters, Campbell & Co.	New York City; occupation unknown.		In New York City, August, 1857. JOHN THOMPSON, *Petitioner.*	Balance of moneys due them on a draft by a depositor of petitioner on him, in favor of Peters, Campbell & Co.; they hold petitioner's check for the amount. Not in judgment.
27	806	A. Phyfe	Chicago, Illinois	$159 49	In New York City	Balance of money deposited by him with petitioner. In open account.

Schedule A No. 3—Continued.

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount, computed to 1st September, 1867.	When and where contracted. (See N. B. at end of this schedule.)	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person, and if so, with whom. (See note at end of this column. All the debts are individual.)
360	C. B. Phillips..... (L. J. Hurtz, of Chicago, and Alfred Avery, of New York City, both claim to own this demand. Notify all.)	Residence & occupation unknown..	$2,089 91	In New York City, August, 1857....	Is a balance of money deposited by C. B. Phillips with petitioner. It is an open account and claimed by two pretended assignees. (See column "Name of creditors.")
531	Platte Valley Bank	Nebraska City, Nebraska; bankers	$2,435 11	In New York City, August, 1857....	Balance of cash deposited by bank with petitioner. It is in judgment.
835	Planters & Mechanics' Bank.	Dalton, Georgia; bankers	$1,217 28	In New York City, August, 1857....	Balance of money deposited by the bank with petitioner. In open account.
916	J. K. & E. B. Place.	New York City; occupation unknown.	$181 05	In New York City, August, 1857....	Check given by petitioner to take up a draft of a depositor in their favor on him. The check is unpaid; not in judgment.
547	William R. Post...	Southampton, Long Island, New York; occupation unknown.	$2,380 20	In New York City. August, 1857....	Balance of cash deposited by him with petitioner. In open account.
759	J. W. Price.....	Jacksonville, Florida; occupation unknown.	$6 38	In New York City, August, 1857....	Balance of cash deposited by him with petitioner. In open account.
1439	Preston, Bowers & Co..	Kewaunee, Illinois; occupation unknown.	$2,201 84	In New York City, August, 1857....	Balance of cash deposited by them with petitioner. In open account.
759	W. T. Raysdale....	Can't ascertain; unknown.....	$138 95	In New York City, August, 1857.... JOHN THOMPSON, *Petitioner.*	Balance of moneys deposited by him with petitioner. In open account.
28 566	C. A. Reed & Co..	Cleveland, Ohio; occupation unknown.	$478 28	In New York City, August, 1857....	Balance of cash deposited by them with petitioner. In open account.
759	C. Reed.....	Fair Haven, Vermont; occupation unknown.	$154 56	In New York City, August, 1857....	Moneys deposited *him* him with petitioner. In open 'count.
595	H. B. Richmond & Co., claimed by J. W. Page, jr., as assignee.	Memphis, Tennessee; occupation unknown. His residence and occupation unknown.	$1,410 28	In New York City, August, 1857....	Cash deposited by H. B. Richmond & Co. with petitioner. In open *open* account. (See names of creditors.)
1663	Rockley Brothers..	Columbus, Ohio; occupation unknown.	$2,148 95	In New York City, August, 1857....	Cash deposited by them with petitioner. In judgment.
859	W. S. Robinson....	Cleveland, Ohio; occupation unknown.	$11 83	In New York City, August, 1857....	Money deposited by him with petitioner. In open account.
1467	Rock River Bank..	Beloit, Wisconsin; bankers.....	$6 29	In New York City, August, 1857....	Balance of cash deposited by the bank with petitioner. In open account.
1414	Robertson, Ells & Co.	Dixon, Illinois; occupation unknown.	$74 69	In New York City, August, 1857....	Balance of cash deposited by them with petitioner. In open account.

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	Rezen, Wells & Co.	Unknown	$217 91	In New York City, August, 1857	Balance of cash deposited by them with petitioner.	In open account.
613	George Sanderson & Co.	Scranton, Pennsylvania; occupation unknown.	$8,086 89	In New York City, August, 1857	Balance of cash deposited by them with petitioner.	In open account.
619	Savings-Bank	Connersville, Indiana; bank	$10 98	In New York City, August, 1857	Balance of cash deposited by them with petitioner.	In open account.
626	Savings-Bank	Wheeling, Virginia; bank	$160 99	In New York City, August, 1857 JOHN THOMPSON, *Petitioner.*	Balance of cash deposited by them with petitioner.	In open account.
29 757	St. John Raymond & Co.	City of New York; merchant taylors.	$1,281 96	In New York City, August, 1857	A check given them to take up a draft drawn by a depositor on petitioner in their favor.	Not in judgment.
656	J. C. Schette	Unknown	$334 30	In New York City, August, 1857	Balance of money by him deposited with petitioner.	In open account.
916	Schloss & Herlhouner.	Unknown	$78 88	In New York City, August, 1857	Balance of cash deposited by them with petitioner.	In open account.
634	J. C. Seehy	Kalamazoo, Michigan; occupation unknown.	$2,685 63	In New York City, August, 1857	Balance of cash deposited by him with petitioner.	In judgment.
662	A. T. Shennan & Co.	Chicago, Illinois; bankers	$351 36	In New York City, August, 1857	Balance of cash deposited by them with petitioner.	In open account.
760	W. H. Shipman	Can't ascertain; unknown	$2 73	In New York City, August, 1857	Balance of cash deposited with petitioner by him.	In open account.
916	Shoe & Leather Bank.	New York City; bankers	$4,560 70	In New York City, August, 1857	Checks given by petitioner to them to take up drafts by depositors on him.	Check not paid; in judgment.
759	L. E. Summons	New Orleans; occupation unknown.	$7 66	In New York City, August, 1857	Balance of money deposited by him with petitioner.	In judgment.
597	W. H. Skinner	Battle Creek, Michigan; occupation unknown.	$187 27	In New York City, August, 1857	Balances of cash deposited by him with petitioner.	In judgment.
1459	Skiff & Company	Occupation unknown	$1,514 08	In New York City, August, 1857 JOHN THOMPSON, *Petitioner.*	Balance of cash deposited by them with petitioner.	In judgment.
30 1454	George Smith & Co.	Chicago, Illinois; occupation unknown.	$1,656 78	In New York City, August, 1857	Balance of moneys deposited by them with petitioner.	In judgment.
1489	Smith, Twogood & Co.	Marion, Iowa; occupation unknown.	$3,867 08	In New York City, August, 1857	Balance of moneys deposited by them with petitioner.	In judgment.
1619	J. B. Smith	Knoxville, Illinois; occupation unknown.	$199 14	In New York City, August, 1857	Balance of cash deposits with petitioner.	In open account.
775	N. H. Soloman	Gallatin, Tennessee; occupation unknown.	$168 29	In New York City, August, 1857	Balance of moneys deposited by him with petitioner.	In open account.
830	Spraker's Bank	Canogoharie, New York; banker	$174 50	In New York City, August, 1857	Balance of cash deposited by the bank with petitioner.	In open account.
875	S. E. Spear & Co.	Friendship, New York; occupation unknown.	16	In New York City, August, 1857	Balance of a cash deposit by him with petitioner.	In open account.
605	Ira A. Stanley	Peru, Indiana; occupation unknown.	$8 962 21	In New York City, August, 1857	Balance of cash deposit with petitioner by him.	In judgment.
757	Stark's Bank	Bennington, Vermont; bank	$3 08	In New York City	Balance of cash deposit by the bank with petitioner.	In open account.
1429	Steuben County Bank	Bath, New York; bank	$2,133 22	In New York City, August, 1857	Balance of cash deposits of the bank with petitioner.	In open account.
1436	A. J. Stevens	Fort Des Moines, Iowa; occupation unknown.	$254 31	In New York City, August, 1857	Balance of cash deposits of the bank with petitioners.	In open account.

Schedule A No. 3—Continued.

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount computed to 1st September, 1867.	When and where contracted. (See N. B. at end of this schedule.)	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and if so, with whom. (See note at end of this column. All the debts are individual.)
1445	T. Sweeny, Rittenhouse & Co.	Washington, District of Columbia; occupation unknown.	$776 48	In New York City, August, 1857....	Balance of moneys deposited by them with petitioner. In open account.
916	Taylor, Richards & Co.	Unknown	$388 00	In New York City, August, 1857.... JOHN THOMPSON, *Petitioner.*	A check given them for a depositor's draft on petitioner. In open account.
31 344	Temple Brothers ..	Charlton, Iowa; occupation unknown.	$17,945 34	In New York City, August, 1857....	Balance of cash deposited by them with petitioner. In judgment.
659	Tessen & Dangen..	St. Louis, Missouri; occupation unknown.	$72 68	In New York City, August, 1857....	Balance of cash deposited by them with petitioner in open account.
514 & 884	Thompson, Morse & Co.	New York City; bankers	$1,173 67	In New York City, August, 1857....	Borrowed money; cash borrowed of them August, 1857. Open account.
916	Thompson & Lyon.	Unknown	478 20	In New York City, August, 1857....	A check given by petitioner to them to take up a draft in their favor on him. In open account.
759	Charles H. Thang..	Olean, New York; occupation unknown.	$14 74	In New York City, August, 1857....	Balance of cash deposited by him with petitioner. In open account.
666	Trenton Bank	Fall River, Massachusetts; bankers.	$31 03	In New York City, August, 1857....	Balance of cash deposited by the bank with petitioner. In open account.
765	E. R. Towater	Unknown	$15 94	In New York City, August, 1857....	Balance of cash deposited by the bank with him. In open account.
826	W. H. Twigg	Unknown	$8 77	In New York City, August, 1857....	Balance of cash deposited with petitioner. In open account.
677	T. H. Tuttle	Philadelphia, Pennsylvania; occupation unknown.	$00 89	In New York City, August, 1857....	Balance of cash deposited with petitioner. In open account.
759	H. A. Tucker & Co.	Chicago, Illinois; occupation unknown.	$1,587 56	In New York City, August, 1857....	Balance of cash deposited by them with petitioner. In open account.
695	Union Plank-Road Co.	Michigan City, Indiana; plank-road.	$2,624 73	In New York City, August, 1857.... JOHN THOMPSON, *Petitioner.*	Money deposited by company with petitioner. In open account.
32 916	Union Bank	New York City; bank.....	$1,174 03	In New York City, August, 1857....	Check to take up draft by depositor on petitioner, in favor of bank. Check of petitioner is in judgment.
844	A. Vanhaman.....	Cincinnati, Ohio; occupation unknown.	$89 98	In New York City, August, 1857....	Money deposited by him with the petitioner. In open account.
437	E. B. Ward	Cleveland, Ohio; occupation unknown.	$1,759 20	In New York City, August, 1857....	Cash deposited by him with petitioner. In open account.
822	D. S. Warner & Co.	Beloit, Michigan; occupation unknown.	$3,188 40	In New York City, August, 1857....	Balance of cash deposited by them with petitioner. In judgment.
832	Joshua P. Watson .	Harrisville, Ohio; occupation unknown.	$876 36	In New York City, August, 1857....	Balance of money deposited by him with petitioner. In open account.
1649	Wampun Bank....	Wisconsin; P. O. not known, or occupation.	$2,920 30	In New York City, August, 1857....	Balance of money deposited by the bank with petitioner. In open account.
1543	J. W. Webb & Co..	Washington, D. C.; occupation unknown.	$188 49	In New York City, August, 1857....	Balance of money deposited by them with petitioner. In open account.

	884	Western Bank	Springfield, Massachusetts; bank	$280 44	In New York City, August, 1857	Balance of moneys deposited by the bank with petitioner. In open account.
	697	B. W. Wheeler	Providence, Rhode Island; occupation unknown.	$204 65	In New York City, August, 1857	Balance of cash deposited with petitioner by him. In open account.
	719	White & Young	Louisville, Kentucky; occupation unknown.	$474.30	In New York City, August, 1857	Balance of cash deposited by them with petitioner. In open account.
	741	H. R. Whipple & Co.	Wilmington, Illinois; occupation unknown.	$26 49	In New York City, August, 1857	Balance of cash deposited by them with petitioner. In open account.
	906	White, Morris & Co.	New York City	$4,583 58	In New York City, August, 1857. JOHN THOMPSON, *Petitioner.*	Checks by petitioner to them to pay orders from depositors, and to redeem circulation of uncurrent money of bank, for which petitioner was redeeming agent.
33	853	A. Wilbur	Unknown	$2 56	In New York City, August, 1857	Balance due him on a cash deposit with petitioner. In open account.
	871	Wisconsin Bank	Madison, Wisconsin; bankers	$493 85	In New York City, August, 1857	Balance due him on a cash deposit with petitioner. In open account.
	882	Daniel Wilchers	Unknown	178 47	In New York City, August, 1857	Balance of cash deposit due him. In open account, deposited with Thompson, petitioner.
	740	Wilson, May & Billinger.	Eauclaire, Wisconsin; occupation not known.	1,383 76	In New York City, August, 1857	Balance of money deposited by them with petitioner. In open account.
	730	N. Woolmer	Mandagrove, Wisconsin; occupation unknown.	1,757 22	In New York City, August, 1857	Balance of cash deposited by him with petitioner. Is in judgment.
	736	N. W. W. Wood	W. st Greenville, Pennsylvania; occupation unknown.	$25 56	In New York City	Balance of cash deposited by him with petitioner. In open account.
	759	W. H. Wood	Portland, Maine; occupation unkn wn.	$1 89	In New York City, August, 1857	Balance of cash deposited with petitioner by him. In open account.
	759	J. Woodbury & Co	Princeton, Illinois; occupation unknown.	$4 56	In New York City, August, 1857	Balance of cash deposited by them with petitioner. In open account.
	707	Wright & Co	Philadelphia, Pennsylvania; occupation unknown.	262 29	In New York City, August, 1857	Balance of cash doposited with petitioner by them. In open account.
	725	Wright & Anthony	Wooster, Ohio; occupation unknown	$339 87	In New York City, August, 1857	Balance due them of moneys deposited by them with petitioner. In judgment.
	1538	George I. Wright & Co.	Cincinnati, Ohio; occupation unknown.	$3,935 62	In New York City, August, 1857. JOHN THOMPSON, *Petitioner.*	Balance due them of moneys deposited by them with petitioner. In open account.
34	716	Broadway Bank	New York City; a bank	$1,460 11	In New York City	A check given by the petitioner to the bank in payment of a depositor's draft in their favor. Not in judgment.
	916	C. & J. Russell	New York City; occupation not known.	$291 71	In New York City, August, 1857	A check given by petitioner to them to meet a depositor's draft in their favor on him. In open account.
	916	Bank of America	New York City; a bank	$1,076 00	In New York City, August, 1857	A check given by petitioner to bank to meet and pay a depositor's draft in their favor on petitioner. Not in judgment.
	916	Babcock & Co	New York City; occupation unknown.	$196 94	In New York City, August, 1857	A check given by petitioner to pay a draft by a depositor on him in favor of them. Not in judgment.
	906	Carpenter & Vermilye.	New York City; bankers	$2,092 65	In New York City, August, 1857	A check given to them to pay a draft on petitioner in their by a depositor. In judgment.

Schedule A No. 3—Continued—*Amounts in detail.*

	Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount computed to 1st September, 1867.	When and where contracted. (See N. B. at end of this schedule.)	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and if so, with whom. (See note at end of this column. All the debts are individual.)
	924	Samuel C. Thompson, Frederick F. Thompson are owners by virtue of assignments of all the following claims.	New York City; bank presidents...	$652 27	In New York City, August, 1857....	$652.24 balance of money deposited with petitioner, by F. Granger Adams, then of Chicago, assigned to Thompson Brothers: residence, Coxsackie, New York.
	1016	The ledger page will be found opposite each claim. They are known as "Thompson Brothers."	.....	49,961 21	In New York City, August, 1857....	$49,961.21, being a balance of money on deposit with petitioner by Adison Bank, of Adison, New York. Assigned to Thompson Brothers.
	165	.....	.....	$7,166 98	.....do..... do.....	$7,166.98b, eing a balance due the Agricultural Bank of Brownville, Tennessee, for moneys deposited with petitioner. Assigned to Thompson Bros.
	114	.....	.....	13,213 32	..... do..... do..... JOHN THOMPSON, *Petitioner.*	$13,213.32 being balance of cash deposited with petitioner by J. J. Anderson, of St. Louis, assigned to Thompson Bros. In judgment.
35	871	.....	.....	$103 84	.....do..... do.....	$103 84 balance of money deposited with petitioner by B. W. Brice, of Morris, Illinois. Assigned to Thompson Brothers.
	883	.....	.....	$57 37	.....do.....	$57.57 being balance cash deposited with petitioner by S. H. Buckingham, of Cheraw, South Carolina. Owned by Thompson Bros.
	916	.....	.....	$290 90	.....do.....	$290.90, balance of cash deposited with petitioner by C. & I. Bussell, New York City. Assigned to Thompson Brothers.
	815	.....	.....	$5,133 99	.....do.....	Balance of money deposited by bank of Tecumseh, Michigan, with petitioner. Assigned as above.
	158	.....	.....	$224 55	.....do.....	Balance of money deposited with petitioner by B. Bagley, of Cincinnati, Ohio. Assigned as above.
	169	.....	.....	$90 30	.....do.....	Being balance of cash deposited with petitioner by J. C. Bailey & Co., of Lansing, Michigan. Assigned as above.
	967	.....	.....	$4,183 12	.....do.....	Being balance of money deposited with petitioner by Barthold Smith, of Columbus, Ohio. Assigned as above.
	1330	.....	.....	$4,553 68	.....do.....	Being balance of money deposited by Blakeman & Lawes, of Davenport, Iowa, with petitioner, owned by Thompson Brothers. In judgment.
	858	.....	.....	$13 60	.....do..... JOHN THOMPSON, *Petitioner.*	Balance due J. Beatley, of Conwayboro', South Carolina, of money deposited with petitioner. Assigned as above.

36	906 & 916			$591 37	do	Balance of a deposit in favor of J. Black & Co.; residence not known. Assigned as above.
	858			$98 26	do	Balance of cash deposited with petitioner by W. R. Brazleton & Co., M't Pleasant, Iowa. Owned by Thompson Brothers.
	916			$30 39	do	Being a check given by petitioner to J. Cattanck to pay a draft by a deposit on petitioner. Belongs to Thompson Brothers.
	657			$505 38	do	Balance due Mr. Cromlien on account of moneys deposited by him with petitioner; his residence unknown. Assigned as above.
	823			$434 23	do	Balance due S. A. Dana & Co., Lancaster, Pa., of moneys deposited by them with petitioner. Assigned as above.
	1631			$69 14	do	Balance of money deposited with petitioner by Detroit City Bank, Michigan. Assigned as above.
	873			$1,318 28	do	Balance of cash deposited with petitioner by J. B. Evans, of Rockville, Pennsylvania.
	325			$91 02	do	Balance of money deposited with petitioner by R. H. Farnham, Leavenworth, Kansas. Assigned as above.
	321			$6 08	do	Balance of the cash deposit with petitioner of J. S. & R. H. Gallagher, New York City. Assigned as above.
					JOHN THOMPSON, *Petitioner.*	
37	1265			$7,672 16	do	Balance of money deposited with petitioner by J. H. Gown & Co., of Iowa City, Iowa. Assigned as above.
	916			$1,735 69	do	Check given by petitioner to Gwynne & Day, of New York City, to pay a draft drawn by one of his depositors, (petitioner's.) Assigned as above.
	906			$1,693 40	do	Check given by petitioner to William E. Hawes, of this city, to take up a depositor's draft on petitioner. Assigned as above.
	811			$456 91	do	Balance of cash deposited by Joseph Henry Maryland with petitioner. Assigned as above.
	759			$32 97	do	Balance of cash deposited with petitioner of John T. Hogg; residence unknown. Assigned as above.
	389			$6,864 75	do	Balance of cash deposited with petitioner by Hurlbut, Sharp & Co., of Princeton, Iowa. Assigned to Thompson Brothers.
	824			$94 95	do	Balance of cash deposited with petitioner by T. J. Jackson, of Lexing', Virginia. Assigned as above.
	681			$2,480 63	do	Balance of money deposited by Jones & Barkerlow, of Omaha, Nebraska, with petitioner. Assigned as above.
	773			$25,668 24	do	Checks given for drafts by depositors of petitioners, in favor of J. N. Johnson, and to redeem bills of banks having funds with petitioner. Assigned as above.
					JOHN THOMPSON, *Petitioner.*	
38	820			$6,005 93	do	Balance of cash deposited by Jonas Kestler (residence unknown) with petitioner. Assigned as above.
	1817			$16 08	do	Balance of cash deposited by C. W. Marshall, of La Crosse, Wisconsin, with petitioner. Assigned as above.
	59			$113,032 64	do	Balance of cash deposits to the credit of Merchantile Bank of Hartford, Connecticut, on petitioner's books. Assigned to Thompson Brothers.
	906			$3,809 27	do	Check of petitioner given to the Metropolitan Bank of N. Y., to take up depositors' drafts on him in their favor. Assigned as above.

Schedule A No. 3.—Continued—*Amounts in detail.*

	Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount computed to 1st September, 1867.	When and where contracted. (See N. B. at end of this schedule.)	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, &c., and whether contracted as copartner or joint contractor with any other person; and if so, with whom. (See note at end of this column. All the debts are individual.)
	485			$87 34	do	Balance of cash deposited by Miller & Davis, of Ann Arbor Michigan, with petitioner. Assigned as above.
	1607			$1,741 09	do	Balance of cash deposited by D. Mule & Co., of Lockport, New York, with petitioner. Assigned as above.
	906			$31,868 00	do	Balance of cash deposited by Newark City Bank, of Newark, New Jersey, with petitioner. Assigned as above.
	932			$42 62	do	Balance of cash deposited by A. H. Nicolay, of New York City, with petitioner. Assigned as above.
	228			$1,050 62	do JOHN THOMPSON, *Petitioner.*	Balance of cash deposited with petitioner by H. C. Noble, Columbus, Ohio. Assigned as above.
39	928			$2,129 03	do	Checks given to Charles Noble, of New York City, in payment of drafts drawn in his favor on petitioner by depositors. Assigned as above.
	906			$2,673 17	do	A check given by petitioner to pay a draft on him by a depositor, in favor Noble & Macklain, N. Y. City. Assigned as above,
	916			$1,875 21	do	Check given by the petitioner to the company to pay a draft on him by a deposito , in favor of company. Assigned as above. In judgment. (Ohio Life & Trust Company.)
	544			$378 50	do	Balance of cash deposited with petitioner by C. W. Purcell & Co., of Richmond, Virginia. Assigned as above.
	870			$12 11	do	Balance of cash on deposit to credit of L. B. Reynolds, La Cross'e, Wisconsin, with petitioner. Assigned as above.
	762			$704 29	do	Check to James Rowe, N. Y. City, to pay a draft drawn on petitioner by one of his depositors. Assigned as above.
	842			$6 22	do	Balance of cash deposit of Shader & Dunham, of Marquoketa, Iowa, with petitioner. Assigned as above.
	1641			56,612 13	do JOHN THOMPSON, *Petitioner.*	Balance of cash deposited with petitioner by Smith & Hale, of Knoxville, Illinois. Assigned as above. In judgment.
40	1626			$2,778 39	do	Balance of cash deposited with petitioner by Southern Bank Terre Haute, Indiana. Assigned as above.
	916			$4,350 86	do	Check to Stone, Stun & Co., of New York City, to pay a draft by a depositor on petitioner. Assigned as above.
	869			$95 65	do	Balance of cash deposited with petitioner by J. N. Stryker, of Henderson, Illinois. Assigned as above.
	No page.			505 38	do	Balance of cash deposited by A. Sturges, of Washington City, D. C., with petitioner. Assigned as above.
	574			1,072 81	do	Cash deposited by Thompson, Morse & Co., of New York City, with petitioner. Assigned as above.

676			160 02	do	Balance of cash deposited with petitioner by O. C. Thompson, of Detroit, Michigan. Assigned as above.
1063			$13,226 89	do	Balance of cash on deposit with petitioner by Western Exchange Fire & Marine Insurance Company, of Omaha, Nebraska. Assigned as above.
916			199 18	do	A check given by petitioner to Young, Schmidt & Co., of New York City, in payment of a draft in their favor on petitioner by a depositor. Assigned as above.
		Whole amount due Thompson Bros.	294,014 27	N. B.—All the above dates are treated as if contracted in the month of August; in every instance they are balances of deposit accounts, undrawn and not due until be assigned 31st August, 1857, when checks were given for drafts; such drafts were drawn against deposits.	N. B.—Of all the above claims not named as in judgment, are believed to be in open account, and all debts contracted individually, whether so named or not, and this note applies to all claims in Schedule A No. 3.
		N. B.—Interest is competed up to 17th Sept., 1867, and dividends paid deducted, being in all 10 & 60-100 per cent. on principal.			
		Total am't	799,220 30		

41 [Petition by debtor.—No. 4.]

SCHEDULE A.—*Liabilities on notes or bills discounted which ought to be paid by the drawers, makers, or acceptors.*

[N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, or acceptors thereof, are to be set forth under the names of the holders. If the names of the holders are not known, the name of the last holder known to the petitioner should be stated, and his business and place of residence. The same particulars as to notes or bills on which the petitioner is liable as endorser.]

Reference to ledger or voucher.	Names of holders as far as known.	Place of residence and occupation.	Place where contracted.	Amount.	Nature of liability, whether same was contracted as copartner or joint contractor, or with any other person; and if so, with whom.
None.....	None.....	None.....	None.....	$ c'ts. None.....	None.

JOHN THOMPSON, *Petitioner.*

42

43 [Petition by debtor.—No. 5.]

SCHEDULE A.—*Accommodation paper.*

[N. B.—The dates of the notes or bills, and when due, with the names, residences, and business or occupation of the drawers, makers, and acceptors thereof, are to be set forth under the names of the holders. If the bankrupt be liable as drawer, maker, acceptor, or endorser thereof, it is to be stated accordingly. If the names of the holder' are not known, the names of the last holder known to the petitioner should be stated, with his business and place of residence. Same particulars as to other commercial paper.]

Reference to ledger or voucher.	Names of holders.	Residences of holders and particulars of notes or bills.	Place where contracted.	Amount.	Whether liability was contracted as copartner or joint contractor, or with any other person; and if so, with whom
None.....	None.....	None.....	None.....	$ c'ts. None.....	None.

JOHN THOMPSON, *Petitioner.*

44

45 [N. B.—The following form of oath to Schedule A of the petition by debtor is prescribed, and is to be annexed to the same.]

Oath to Schedule A.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

On the seventh day of October, A. D. 1867, before me, personally came John Thompson, the person mentioned in, and who subscribed to, the foregoing petition and schedule, marked A respectively, and who, being by me first duly sworn, did declare the said schedule to be a statement of all his debts, &c., in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867. Sworn 7th October, 1867.

_____, *District Judge.*
ISAAC DAYTON, *Register.*
_____, *U. S. Commissioner.*

46

47 [Petition by debtor.—No. 1.]

SCHEDULE B.—*Statement of all real and personal estate and effects whatever, which are now in possession, enjoyment, or under the control of the petitioner, or which are held by any other person, in trust for his use, or to the possession or enjoyment of which he is entitled at the date of filing the petition.*

[INTEREST IN LANDS.]

Particular description of all real estate owned by the petitioner, or held by him, and whether under contract or lease.	Encumbrances thereon, if any, and dates thereof.	Statement of all particulars relating thereto.	Estimated value.
			$ c'ts.
None	None	None	Nothing.

JOHN THOMPSON, *Petitioner.*

48

49 [Petition by debtor.—No. 2.]

SCHEDULE B.—*Personal property.*

			Dollars.	*C'ts.*
A	Cash on hand	None		
B	Bills of exchange, promissory notes, or securities of any description, (each to be set out separately.)	None		
	Amount carried over			
50	Amount brought over			
C	Stock in trade, in my business of at , of the value of	None		
D	Household goods and furniture, household stores, wearing apparel, and ornaments of the person.	6 shirts, 2 pair boots, 2 coats, 1 overcoat, 3 vests, collars, 3 pair pants, 2 hats, ½ dozen hose, 2 cravats, 6 handkerchiefs		
E	Books, prints, and pictures	None		
F	Horses, cows, sheep, and other animals	None		
G	Carriages and other vehicles	None		
H	Farming stock and implements of husbandry	None		

SCHEDULE B.—*Personal property*—Continued.

			Dollars. C'ts.
I.	Shipping and shares in vessels	None	
	Amount carried forward		
	Amount brought forward		
K.	Machinery, fixtures, and apparatus used in business, with the place where each is situated.	None	
L.	Goods or personal property of any other description, with the place where each is situated.	None	

JOHN THOMPSON, *Petitioner.*

51 [Petition by debtor.—No. 3.]

SCHEDULE B.—*Choses in action.*

			Dollars. C'ts.
A.	Debts due petitioner on open account	None	
	Amount carried over		
52	Amount brought over		
B.	Stocks in incorporated companies, and interest in joint stock companies	None	
C.	Policies of insurance	None	
	Amount carried forward		
	Amount brought forward		
D.	Unliquidated claims of every nature, with their estimated value	None	

JOHN THOMPSON, *Petitioner.*

SCHEDULE B.—*Property in reversion, remainder, or expectancy, including property held in trust for the petitioner, or subject to any power or right to dispose of, or to charge*

[N. B.—A particular description of each interest must be entered. If all or any of the debtor's property has been conveyed by deed of assignment, or otherwise, for the benefit of creditors, the date of such deed should be stated, the name and address of the person to whom the property was conveyed, the amount realized from the proceeds thereof, and the disposal of the same, as far as known to the petitioner.]

General interest.	Particular description.		Supposed value of my interest.
			Dollars. Cents.
Interest in land	Real estate and leasehold property, with locality, names, and description of parties now enjoying the same, and the value thereof; also the nature of my interest therein, and from whom and in what manner it is derived.	None	
Personal property	Personal property, with locality, names, and descriptions of persons now enjoying the same; also the nature of my interest therein, and from whom and in what manner it is derived.	None	
Property in money, stock, shares, bonds, annuities, etc., etc.	Annuities, money in public or other funds, shares in railroad and other companies, showing in whose names the same are standing, with names and descriptions of persons now enjoying the same; also the nature of my interest therein, and from whom and in what manner it is derived.	None	
Rights and powers	Rights and powers, wherein I or any other person or persons, in trust for me or for my benefit, have any power to dispose of, charge, or exercise.	None	
Property heretofore conveyed for benefit of creditors.	Description of property of debtor, heretofore conveyed for benefit of creditor by deed of assignment, or otherwise; date of such deed or instrument of conveyance, with name and address of party to whom made, amount realized from same, and the disposal of such property, so far as known to petitioner.		
			Amount realized from proceeds of property conveyed.
			Dollars. Cents.
What portion of debtor's property has been conveyed by deed of assignment, or otherwise, for benefit of creditors; date of such deed, name, and address of party to whom conveyed; amount realized therefrom and disposal of same, so far as known to the petitioner.	Your petitioner was formerly extensively engaged in the business of banking, at No. 2 Wall street. He failed about August 27, 1857. On the 31st of August, 1857, he made a general assignment of all his property to Mr. Platt Adams, of this city, for the benefit of his creditors, and such, proceeded and converted the assigned property into money and distributed the same among the creditors in pursuance of such assignment; that the trust was wound up in court several years ago in a suit brought by one of the creditors on his own behalf, and on behalf of all other creditors, against Platt Adams; that the matter was referred to Ex-Judg Edward P. Cowles as referee, to take and state accounts, and a final decree was made disposing of the trust estate, and discharging assignee. Petitioner has had no property since. The amount realized by the assignee was about $100,000. The property assigned was money & balances due petitioner, and stock and bonds of Breckenridge Company. No real estate.	His stock accounts & assets as banker when he failed in 1857. Money accounts and chose in action. No real estate.	About $100,000

JOHN THOMPSON, *Petitioner.*

54

55 [Petition by debtor.—No. 5.]

SCHEDULE B.—*A particular statement of the property claimed as excepted from the operation of said act, by the provisions of the 14th section thereof, giving each item of property and its valuation; and, if any portion of it is real estate, its location, description, and present use.*

[N. B.—The property claimed to be exempt under the laws of any State is to be described separately from the rest, and reference given to the statute of said State creating the exception.]

		Valuation.
		Dollars. Cents.
Property claimed to be exempted from the operations of said act, and which may be set apart by the assignee under the 14th section.	Wearing apparel.....	200
Property claimed to be exempt by State laws; its valuation; whether real or personal estate; its description and present use, and under what State law exemption is claimed.	Wearing apparel.....	

JOHN THOMPSON, *Petitioner.*

56

57 [Petition by debtor.—No. 6.]

SCHEDULE B.

The following is a true list of all books, papers, deeds, and writings relating to my trade, business, dealings, estate, effects, or any part thereof, which at the date of this petition are in my possession or under my custody and control, or which are in the possession or custody of any person in trust for me, or for my use, benefit, or advantage; and also of all others which may have been heretofore at any time in my possession, or under my custody or control, and which are now held by the parties whose names are hereinafter set forth, with the reason for their custody of the same:

BOOKS.—There are some seven or eight ledgers and about 20 cash-books in the possession of Platt Adams, assignee. Can't state exactly.

DEEDS.—

PAPERS, ETC.—

[N. B.—Oath, as prescribed to Schedule B, to be annexed to this sheet.]

JOHN THOMPSON, *Petitioner.*

58

59 [N. B.—The following form of oath to Schedule B, of the petition by debtor, is prescribed and is to be annexed to the same:]

Oath to Schedule B.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

On this seventh day of October, A. D. 1867, before me personally came John Thompson, the person mentioned in, and who subscribed to, the foregoing petition and schedule, marked B, respectively; and who being by me first duly sworn, did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the

act of Congress, entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

District Judge.
ISAAC DAYTON, *Register.*

U. S. Commissioner.

60

61 In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BY whom a petition for adjudication in bankruptcy was filed, on the ninth day of October, A. D. 1867, in said court. } No. 304, in bankruptcy.

At number 202 Broadway, in the city of New York, on the 15th day of October, A. D. 1867, before Isaac Dayton, one of the registers of said court in bankruptcy.

I, the undersigned, a register of said court in bankruptcy, upon good proof before me, Isaac Dayton, register as aforesaid, taken, do find that the John Thompson has become a bankrupt within the true intent and meaning of act of Congress, entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; and I do hereby declare and adjudge him a bankrupt accordingly.

ISAAC DAYTON,
Register in Bankruptcy.

62

63 *Short memoranda of proceedings.*

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BY whom a petition for adjudication of bankruptcy was filed on the ninth day of October, A. D. 1867, in said court. } No. 304, in bankruptcy.

At number 202 Broadway, in the city of New York, in said district, on the 15th day of October, A. D. 1867, before Mr. Isaac Dayton, register in bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

MEMORANDUM.—On this day examined petition and schedules, and made certificate that the same are correct in form.

Made adjudication of bankruptcy of the petitioner.

Issued warrant to the marshal of the southern district of New York, as messenger, returnable before me at my office, number 202 Broadway, in the city of New York, on the twenty-ninth day of November, 1867, at twelve o'clock noon.

ISAAC DAYTON,
Register in Bankruptcy.

64

65 [U. S. bankrupt act, March 2, 1867, sec's 11, 36, 37; No. 22, Manual, as approved.]

Warrant to messenger.—Voluntary bankruptcy.

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPNON, BY whom a petition for adjudication in bankruptcy was filed, on the ninth day of October, A. D. 1867, in said court. } No. 304, in bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

To the marshal of the southern district of New York, greeting:

Whereas a petition for adjudication of bankruptcy and for relief under the act of Congress, entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, was, on the ninth day of October, 1867, filed by John Thompson, of the city of New York, in said district, upon which he hath been found and adjudged bankrupt, there being no opposing party thereto. You are therefore directed, as messenger, to cause to be published twice *times* in each of the following named newspapers, viz, the New York Tribune, the Evening Post, New York, (the first publication to be made forthwith,) the following notice, to wit:

This is to give notice that, on the 15th day of October, A. D. 1867, a warrant of bankruptcy was against the estate of John Thompson, of the city of New York, in the county of New York and State of New York, who has been adjudged a bankrupt on his own petition, that the payment of any debts and delivery of any property belonging to such bankrupt, to him or for his use, and the transfer of any property by him, are forbidden by law; that a meeting of the creditors of said bankrupt, to prove their debts and to choose one or more assignees of his estate, will be held at a court of bankruptcy, to be holden at the office of the register, No. 202 (two hundred & two) Broadway, in the city of New York, room No. 4, before Isaac Dayton, register, on the 29th day of November, A. D. 1867, at 12 o'clock noon.

66 And you are further directed to serve written or printed notice forthwith, either by mail or personally, on all creditors of upon the schedule filed with said bankrupt's petition or whose names be given you in addition thereto by the debtor, at least ten days before the appointed meeting of said court, in the following form, to wit:

To M , of , in the county of and State of , creditor of John Thompson, bankrupt:

You are hereby notified that a warrant in bankruptcy has just been issued out of the district court of the United States for the southern district of New York, against the estate of John Thompson, adjudged a bankrupt upon his own petition *petition;* that the payment of any debts and the delivery of any property belonging to said bankrupt to him or for his use, and the transfer of any property by him, are forbidden by law; that a meeting of the creditors of said bankrupt, to wit:

Names of creditors.	Residences.	Amount.
		Dolls. Cts.
Abbot & Dutton	Muscatine, Iowa	145 31
S. G. Adams	Coxsackie, N. Y	652 50
Agawan Bank	Springfield, Mass	148 50
Allen & Company	Boston, Mass	698 70
Anthracite Bank	Tasaqua, Penn	271 00
C. G. Anderson	Keokuk, Iowa	204 59
Andrews & Waterman	Detroit, Michigan	306 65
J. J. Anderson & Company	St. Louis, Missouri	13, 218 40
Andrews & Evans	Delaware, Ohio	48 56
J. G. Atkinson & Company	Leavenworth, Kansas	341 26
Brown County Bank	Depere, Wisconsin	784 24
Brown & Keep	Buffalo, N. Y	4, 327 50
Tho's Brown & Comp'y	Louisville, Kentucky	302 86
E. G. Barkam	Cincinnati, Ohio	589 00
Jacob Bunn	Springfield, Illinois	6, 484 40
G. H. Bussing & Co	Cincinnati, Ohio	17, 484 89
67 Bank of Fox Lake	Fox Lake, Wisconsin	10, 720 48
Bank of Corning	Corning, New York	371 80
Bank of Castleton	Castleton, Vermont	5, 388 00
Bank of Kent	Kent, New York	3, 680 55
Bank of Napierville	Napierville, Illinois	1, 594 00
Bank of Nebraska	Omaha, Nebraska	7, 881 00
Bank of Rockville	Rockville, Indiana	358 65
Bank of White Water	White Water, Wisconsin	13, 470 30
J. H. Baker & Co	Macomit, Ill	459 00
Bay & Baldwin	Chicago, Ill	128 00
Ball & McKee	Grand Rapids, Michigan	209 99
Barclay, Agg and Savan	Mount Pleasant, Iowa	720 61
C. Baldwin	Decorah, Iowa	80
D. Ball & Comp'y	Grand Rapids, Michigan	7 89
R. A. Bassett	Barbour, Wisconsin	38 48
J. C. Barbee	Chicago, Ill	15 18
Charles H. Barry	Winona, Minnesota	483 09
Bell, Johnson, Jack and Company	Hollidaysburgh, Penn	3 08
Perley & Bills	Tecumseh, Michigan	3, 783 54
68		
69 O. P. Bissell	Peoria, Ill	480 06
Boyd, Moore & Co	Defiance, Ohio	83 42
J. H. Brush and Company	Mitchell, Iowa	3, 105 88
Catarsct Bank	Suspension Bridge, N. Y	77 16
J. W. Cary	Sidney, Ohio	60 38
B. C. Carrill	Buffalo, New York	3, 327 65
Central Bank	Janesville, Wisconsin	136 78
R. W. Chadbourne	Columbus, Wisconsin	1, 434 73
R. W. Charand	New Town, Iowa	730 00
Alvah Church	Buffalo, N. Y	1 98
Chemung County Bank	Elmira, N. Y	1, 572 79
Daniel Chapman & Co	Lyons, N. Y	1, 894 80
Chemical Bank	City of New York	916 55
City Bank	Nashville, Tennessee	33 42
Jonas Clerk	Marjquoketa, Iowa	3, 184 67
Clinton Bank	Columbus, Ohio	2, 319 30
Clark, Colton & Company	City of Columbus, Indiana	1, 546 18
E. P. Clark	Wellsville, N. Y	113 61
Clark and White	City of New York	439 02
Clark, Dodge & Company	City of New York	3, 896 00
A. Cockson		805 61
Corse, Snoden & Corse	Alexandria, Virginia	16 74
Coupons Breckenridge Coal Co	City of New York	134 00
Cochran & Harding	City of New York	231 93
J. P. Cook	Hillsdale, Michigan	1 28
Corn Exchange Bank	Fairfield, Iowa	9 92
Crereling, Garrison & Beach	City of New York	235 40
Cumberland Savings Bank	Cumberland, Maryland	4, 782 00
Curtis and Warren	Louisville, Kentucky	2, 429 83
N. B. Curtis and Company	Peoria, Illinois	4, 782 00
J. J. Cummings	Butler, Penn	964 52
70 Culbertson & Reno	Iowa City, Iowa	228 13
Joseph W. Davis	Boston, Mass	5, 298 09
Darby and Barksdale	St. Louis, Missouri	2, 058 26
O. Davidson	Elgin, Illinois	2, 807 68
Dann & Bartes	Buffalo, N. Y	5, 720 00
Danforth, Wright & Co	City of New York	86 84
J. R. Dick	Meadville, Penn	7, 045 48
Charles B. Drake	Wilkesbarrs, Penn	2, 185 84
Duncan, Sherman & Co	City of New York	464 76
Daniel Donshell	Unknown to petitioner	104 46
Edes, Keller, & Company	Leavenworth, Kansas	2, 516 31
Elliott, Hill & Company	Shelbyville, Indiana	7, 875 44
John Ellison	Manchester, Ohio	2, 740 19
A. H. Emiley	Wilkesbarre, Penn	4, 315 63
Ennis & Plant	Hastings, Montana Territory	669 39

	Names of creditors.	Residences.	Amount.
			D lls. Cts.
	Exchange Marine Fire Insurance Co	Cincinnati, Ohio	473 72
	Farmers' Bank	Wickford, R. I	1,455 59
	D. H. Farlin and Company	Chicago, Ill	106 46
	G. B. Eastman	St. Charles, Iowa	5,213 00
	Fox River Bank	Greene Bay, Wisconsin	7,126 46
	J. G. Frazee	Sidney, Ohio	2,529 20
	W. S. Gillman	City of New York	1,115 80
	Glens Falls Bank	Glens Falls, N. Y	1 28
	F. Graham	Mercer, Penn	106 24
	E. B. Hale	Cleveland, Ohio	78 88
	Hasnall & Company	St. Louis, Missouri	351 95
	O. T. Harmon	Unknown to petitioner	3 83
	G. H. Hazleton	Chicago, Ill	3,188 00
	Samuel Harrison	Mount Pleasant, Ohio	708 54
	Samuel Hazlett	Washington, Penn	3,485 50
71	Herne, Williams, Horlen & Co	Council Bluffs, Iowa	1,474 39
	J. Hedges	Middleburgh, Florida	28 71
	J. W. Hill	Prescott, Wisconsin	1,434 82
	Noah Hinckley	Boston, Mass	7 87
	David Well and Company	Liverpool, England	724 41
	Holdship and Company	Osage, Iowa	9,983 55
	John Hodgdon	Dubuque, Iowa	3,736 91
	Howard Smith & Co	Detroit, Michigan	124 97
	Thomas Holloway	City of New York	96 84
	N. J. Hopping	City of New York	4,782 00
	W. J. Habbell	Bath, N. Y	488 39
	W. J. Hastings	Horseheads, N. Y	680 21
	Robert Hervey	Unknown to petitioner	364 32
	L. D. Hetz	Unknown to petitioner	2,101 68
	Indiana Reserve Bank	Kokomo, Indiana	3,240 89
	Ingraham Holland & Co	Unknown to petitioner	637 87
	Jesett, Brewster & Co	Leavenworth, Kansas	24,090 72
	Jacobs and Hurd	Lima, Ohio	5,995 62
	Morris K. Jessup	Unknown; he formerly lived in City of New York	302 07
	C. & O. James	Chatfield, Montana Territory	390 47
	Aquilla Jones	Indianapoli-, Indiana	33,077 49
	F. S. Jumpherd	Dubuque, Iowa	302 07
	Kalawana Bank	La Crosse, Wisconsin	31 57
	Kentucky Stock Bank	Columbus, Indiana	10,313 61
	Kinney & Waterbury	Portsmouth, Ohio	12 21
	George Knowles	East Randolph, Wisconsin	9 46
	L. Johns & Brother	City of New York	486 09
	James Lawther	Redwing, Montana	98 51
	R. W. Lackay	Council Bluff, Iowa	45 91
72	Nathan Lane & Co	City of New York	8,77
	Lawrence Clapp & Co	City of New York	318 80
	Leonard Fry & Co	Tamaqua, Penn	694 72
	J. Lewis	Lodi, Ohio	4 04
	Josiah Lee and Company	Baltimore, Maryland	199 90
	Samuel Lightbody	Janesville, Wisconsin	47 79
	Thomas and W. J. Long	Camanche, Iowa	44 53
	S. E. Locks	Lyons, Iowa	3,698 74
	Louis S. Lovell	Leonia, Michigan	44 05
	C. Loughlin	Utica, N. Y	89 39
	Lucas, Turner & Company	City of New York	478 20
	Robert Lyons	Cades, Ohio	13,226 27
	W. R. McDonald & Co	Hamilton, Canada	216 96
	McCullem & Parmelee	Hillsdale, Michigan	99 89
	A. J. McDowell	Unknown to petitioner	797 00
	McLean County Bank	Bloomington, Ill	1,035 38
	J. G. Meek & Company	Newton, Iowa	379 25
	Merchants' & Drovers' Bank	Springfield, Ill	1,594 00
	Merchants' Exchange Bank	City of New York	4,239 12
	Middletewn Bank	Middletown, N. Y	161 87
	Reuben Mitchell	Montezuma, Iowa	3,367 81
	Mineral Bank	Maryland; place in Maryland unknown to petitioner	392 14
	James Montgomery	Shelbyville, Indiana	4,782 00
	William S. Morse	Chicago, Ill	217 91
	Ocoee Bank	Cleveland, Tennes'ee	1,236 04
	Onondagua Bank	Syracuse N. Y	435 00
	R. Patriet and Company	Pittsburgh, Penn	4,999 58
73	R. G. Parker	La Salle, Ill	41
	Peninsular Bank	Detroit Michigan	4,142 19
	People's Bank	Milwaukie, Wisconsin	1,963 13
	People's Bank	Flint, Michigan	2,640 65
	People's Bank	City of New York	15,940 00
	Peters, Campbell & Co	City of New York	318 80
	A. Phyfe	Chicago, Ill	159 40
	C. B. Phillips	Unknown to petitioner	2,089 91
	(L. J. Hartz of Chicago, and Alfred of New York City, both claim to own this demand.)		

Names of creditors.	Residences.	Amount.
		Dolls. Cts.
Platte Valley Bank	Nebraska City, Nebraska	2,435 11
Planters' & Mechanics' Bank	Dalton, Georgia	1,217 28
J. K. & E. B. Place	City of New York	181 85
William R. Post	Southampton, L. I	2,380 20
E. W. Price	Jaconsville, Florida	6 38
Preston, Bowers & Company	Kewaneme, Ill	2,201 84
W. T. Raysdale	Unknown, to petitioner	138 95
C. A. Read and Company	Cleveland, Ohio	478 28
C. Read	Fair Haven, Vermont	154 56
H. B. Richman & Company, claimed by J. W. Page, jr. as assignee	Memphis, Tennessee	1,410 28
Ruchley & Brothers	Columbus, Ohio	2,148 95
W. S. Robinson	Cleveland, Ohio	11 83
Rock River Bank	Beloit, Wisconsin	6 29
Robertson Ells & Company	Dixon, Ill	74 69
Rezen, Wells & Co	Unknown to petitioner	217 91
George Sanderson & Company	Scranton, Penn	8,086 89
Savings Bank	Connersville, Indiana	10 98
Savings Bank	Wheeling, Virginia	160 99
74 St. John, Raymond & Company	City of New York	1,281 96
J. C Schette	Unknown to petitioner	334 30
Schloss & Hatherner	Unknown to petitioner	78 88
J. O. Seeley	Kalamazoo, Michigan	2,685 63
A. T. Sherman & Company	Chicago, Ill	351 36
W. H. Shipman	Unknown to petitioner	2 73
Shoe and Leather Bank	City of New York	4,560 70
L. E. Summons	New Orleans, La	7 66
W. H. Skinner	Battle Creek, Mich	187 27
Skoff and Company	New Orleans, La	1,514 08
George Smith and Company	Chicago, Ill	1,656 88
Smith, Twogood & Company	Marion, Iowa	3,867 08
J. B. Smith	Knoxville, Ill	199 14
N. H. Salomon	Gallatin, Tennessee	168 29
S. E. Spear & Company	Friendship, N. Y	16
Ira A. Stanley	Peru, Indiana	8,962 21
Starks Bank	Bennington, Vermont	3 08
Steuben County Bank	Bath, N. Y	3,133 28
A. J. Stevens	Fort Des Moines, Iowa	254 31
T. Sweeney, Rittenhouse & Co	Washington, D C	776 98
Tailor, Richards & Company	Unknown to petitioner	3,188 00
Temple Brothers	Chariton, Iowa	17,945 34
Tessoor and Dangem	St. Louis, Missouri	72 68
Thompson, Morse & Company	City of New York	1,173 67
Thompson & Lyon	Unknown to petitioner	478 20
Charles H. Theig	Olean, New York	14 74
Twaton Bank	Fall River, Mass	31 03
E. R. Towalter	Unknown to petitioner	15 94
W. H. Trigg	Unknown to petitioner	8 77
75 T. H. Tuttle	Philadelphia, Penn	89
H. A. Tucker & Company	Chicago, Ill	1,887 56
Union Plank Road Company	Michigan City, Indiana	2,624 73
Union Bank	City of New York	1,174 03
A. Vanhamm	Cincinnati, Ohio	89 98
E. B. Ward	Cleveland, Ohio	1,759 20
D. S. Warner & Company	Beloit, Wisconsin	3,188 40
Joshua P. Watson	Harrisville, Ohio	876 36
Wampum Bank	Wisconsin; place in Wisconsin unknown to petitioner	2,920 30
J. W. Webb & Company	Washington, D. C	188 49
Western Bank	Springfield, Mass	280 44
B. W. Wheeler	Providence, R. I	204 65
White and Goring	Louisville, Kentucky	474 30
H. R. Whipple & Company	Wilmington, Ill	26 49
White, Thomas & Company	City of New York	4,583 58
A. Wilbur	Unknown to petitioner	2 56
Wisconsin Bank	Madison, Wisconsin	493 85
Daniel Wiholes	Unknown to petitioner	178 47
Wilson, Gray & Bellinger	Eauclaire, Wisconsin	1,388 76
N. Woolmer	Manitzboe, Wisconsin	1,757 22
W. W. W. Wood	West Greenville, Penn	22 36
J. Woodbury & Company	Princeton, Ill	4 56
W. H. Wood	Portland, Maine	1 89
Wright and Company	Philadelphia, Penn	2,629 24
Wright and Anthony	Wooster, Ohio	337 87
George I. Wright & Company	Cincinnatti, Ohio	3,935 62
Broadway Bank	City of New York	1,460 11
C. & J. Russell	City of New York	291 71
Bank of America	City of New York	1,076 00
76 Babcock & Company	City of New York	196 94
Carpenter & Vermilye	City of New York	2,092 65
Samuel C. Thompson	City of New York { Composing the firm of {	294,014 27
And Frederick F. Thompson	City of New York { Thompson Brothers. {	

(The register does not desi'nate any of the creditors above named to be served personally with the notice.

DAYTON, *Register.)*

77 To prove their debts, and choose one or more assignees of his estate, will be held at a court of bankruptcy, to be holden on the 29th day of November, A. D. 1867, at 12 o'clock . M., at the office of the register, number 202, (two hundred & two) Broadway, in the city of New York, room No. 4, before Isaac Dayton, register.

And have you then there this warrant, with your doings thereon.

Witness the Hon. Samuel Blatchford, judge of the said district court, and the seal thereof, at New York, in said district, on the fifteenth day of October, A. D. 1867.

[L. S. OF THE COURT.] ISAAC DAYTON,
Register in Bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

At New York on the 2d day of November, A. D. 1867, by virtue of the foregoing warrant, I have caused the notice therein ordered, to be published, by advertisement, twice, in each of the newspapers therein mentioned. The first publication thereof was on the 31st day of October, A. D. 1867, in the Evening Post; and I also, on the thirty-first day of October, A. D. 1867, sent by mail, to the creditors named in said warrant, a copy of the notice required thereby to be sent to, or served on them; and all of the said notices were according to the directions set out in said warrant.

78 *Fees.*

1. For service of warrant	$2 00
2. For necessary travel, miles, at 5 cents a mile each way.	
3. For each written note to creditor named in the schedule, 10 cents	25 00
4. For actual and necessary expenses in publication of notices.	11 32
5. Postage p	7 00
6. Copying	60
7. Affidavit	25
	45 17

ROBERT MURRAY,
U. S. Marshal (as Messenger,) Southern District of New York.

Affidavit as to expenses.

UNITED STATES OF AMERICA, *District of* , *ss:*

On this day of , A. D. 18 , personally appeared the said , messenger, and made oath that the above expenses returned by him under numbers have been actually incurred and paid by him, and are just and reasonable.

Note.—The above warrant is adaptable to all voluntary proceedings.

(Indorsed:) Docket—Case No. ; page . District court of the United States, district of , in bankruptcy. In the matter of

. By wh a petition for adjudication of bankruptcy has been filed. Warrant to marshal, (as messenger,) &c. (Voluntary proceedings.) Filed this day of , 18 . . Clerk of said district court U. S. Entered according to act of Congress, in the year 1867, by Philp & Solomons, in the clerk's office of the Supreme Court of the District of Columbia.

79 [U. S. bankruptcy, Act March 2, 1867, sec. 22.—No. 45.—Manual, as approved.]

Deposition for proof of debt without security. (By creditor.)

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT, } In bankruptcy.

NORTHERN DISTRICT OF ILLINOIS, *ss:*

At Chicago, in the county of Cook and State of Illinois, on the 6th day of November, A. D. 1867, before me, Philip A. Hayne a U. S. commissioner for the northern dist. of Illinois, came Andrew T. Sherman, of Chicago, in the county of Cook, and State of Illinois, and made oath, and who, after being duly sworn and examined at the time and place aforesaid, upon his oath says that the said John Thompson, the person whom a petition for adjudication of bankruptcy has been filed, at and before the filing of the said petition, and still, justly and truly indebted to this deponent in the sum of* three hundred & fifty-one $\frac{36}{100}$, int. 8 years at 6 % per annum, $168.64, and that the same has never been paid, or any part thereof, but that the whole amount is still due and unpaid as shown by the annexed bill, marked Exhibit A.

"EXHIBIT A."

Mr. John Thompson, in ac. with A. T. Sherman & Co.

Oct. 1.	To balance of ac. as per statement and ac current, Oct., 1859	$351 36
	Int. 8 years at 6 %	168 64
		$520 00

80 for which said sum of five hundred twenty dollars and cents, or any part thereof, this deponent says that he has not, nor has he, nor any person by h order, or to this deponent's knowledge or belief, for his use, had or received any manner of satisfaction or security whatever.

And this deponent further says that the said claim was not procured for the purpose of influencing the proceedings under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, express or implied, has been made o r entered into by or on behalf of this deponent to sell, transfer, or dispose of said claim, or any part thereof, against said bankrupt, or to take or receive,

* After the * insert the amount and consideration of the debt, and whether any, and what, payments have been made thereon.

directly or indirectly, any money, property, or consideration whatever, whereby the vote of this deponent for assignee, or any action on the part of this deponent, or any other person in the proceedings under said act, has been, is, or shall be in any way affected, influenced, or controlled.

ANDREW T. SHERMAN.

Subscribed and *subscribed* to, this 6th day of November, A. D. 1867, before me.

[L. S.]

PHILIP A. HAYNE,
U. S. Com'r N. D. Ill.

Received by this day of A. D. 18 .

Assignee of estate of said bankrupt.

81

82 (Indorsed:) Docket—Case No. . Page . District Court of the United States, district of . In bankruptcy. In the matter of John Thompson, bankrupt. Proof of debt without security, (by creditor.) Received and filed this day of A. D. 18 . , clerk of said district court, U. S. Entered according to act of Congress, in the year 1867, by Philp & Solomons, in the clerk's office of the supreme court of the District of Columbia.

83 DR. *John Thompson in ac. with J. H. Bussing & Co.* CR.

1857. Sept. 1	To balance	$10,939 38	Dec. 4 1866.	By cash	$877 53
1867. Nov. 29	To interest on account	7,255 78	Jan. 27 1867.	" "	291 77
			Nov. 29	" balance	17,025 86
		18,195 16			18,195 16
1867. Nov. 29	To balance due us	$17,025 86			

Statement (A) attached to deposition of G. H. Bussing, Nov. 22d, 1867.

EDWARD P. CROUCH,
Register.

84

85 *Deposition for proof of debt without security, by partnerships or former partnerships, against partnerships, or members of partnerships, or others.*

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy, before Isaac Dayton.

SOUTHERN DISTRICT OF OHIO, *ss:*

On this 22d day of November, A. D. 1867, before me, Edward Crouch,

a register in bankruptcy of said district, personally appeared George H. Bussing, of Cincinnatti, in the county of Hamilton and State of Ohio, and after being duly sworn and examined at the time and place aforewhom said, upon his oath says that said John Thompson, the person by a petition adjudication of bankruptcy has been filed, was, at and before the filing of the said petition, and still is, justly and truly indebted to this deponent transacting business at Cincinnatti, in the sum of seventeen thousand and twenty-five dollars and eighty-six cents, for which said sum of $17,025 *dollars* and eighty-six cents, or any part thereof, this deponent, says that he has not, nor has, or any member thereof, or any person by his order, or to this deponent's knowledge or belief,
86 for his or their use, had or received any security or satisfaction whatsoever.

And this deponent further says that the said claim was not procured for the purpose of influencing the proceedings under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, express or implied, has been made or entered into by or on behalf of this deponent, or of the said firm of
or any member thereof, to sell, transfer, or dispose of said claim or any part thereof against said bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of the said firm of for assignee or any action on the part of this deponent or of the said firm, or any member thereof, or any other person in the proceedings under said act, has been, is, or shall be in any way affected, influenced or controlled.

The consideration of this debt is money deposited by this deponent, doing business in the name G. H. Bussing & Co., in the bank of the said John Thompson in 1857. A statement of said balance, together with the interest and all the credits thereon, is hereto attached, marked "A," and is just and correct up to the present time, and wholly
87 unpaid.

G. H. BUSSING,
Deponent.

Subscribed and sworn to at Cincinnatti on the 22d day of November, A. D. 1867, before me, and the proof of debt is satisfactory to me.

EDWARD P. CROUCH,
Register in Bankruptcy.

$1.00 paid by deponent.

Received, by me, at the city of New York, this 25th day of November, A. D. 1867.

ISAAC DAYTON,
Register.

(Endorsed:) District court of the United States for the southern district of Ohio. In bankruptcy. On petition of John Thompson, bankrupt. Deposition of proof of debt. Claim of Geo. H. Bussing & Co. Cred't, $17,025.86; this depos'n, 1.00.

88

89 [In accordance with Form No. 22.]

Deposition for proof of debt, without security, by partnerships or former partnerships, against partnerships or members of partnerships or others.

In the district court of the United States for the district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

DISTRICT OF NEW YORK, *ss:*

On this 22d day of November, A. D. 1867, before me, F. Wilcox, a U. S. commissioner of said district, personally appeared George D. Temple of Fairfield, in the county of Jefferson, and State of Iowa, and who, after being duly sworn and examined, at the time and place aforesaid, upon his oath says that John Thompson, the person by whom a petition for adjudication of bankruptcy has been filed, was, at and before the filing of the said petition and still is justly and truly indebted to the firm of Temple & Bro., of which firm affiant is a member, in sum of about seventeen thousand nine hundred &
90 forty-five dollars and thirty-four cents, for which said sum of seventeen thousand nine hundred and forty-five dollars and thirty-four cents, or any part thereof, said firm has not nor has the person by his or its order, or to this deponent's knowledge or belief, for its use received any manner of satisfaction or security whatsoever.

And this deponent further says that the said claim was not procured for the purpose of influencing the proceedings under the act of Congress, entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, express or implied, has been made or entered into by or on behalf of this deponent or said firm to sell, transfer, or dispose of said claim, or any part thereof, against said bankrupt, or to take or recieve, directly or indirectly, any money, property, or consideration whatever, whereby the vote of said firm of for assignee, or any action on the part of this deponent or of the said firm, or any member thereof, or any other person, in the proceedings under said act, has been, is, or shall be in any way affected, influenced, or controlled.

Said indebtedness arose for moneis heretofore deposited by said
91 Temple & Bro. with said John Thompson as a banker; that said claim was turned into judgment, in the city of New York, on or about the 5th day of November, 1857, said judgment being for the sum of eleven thousand four hundred and seventeen $\frac{27}{100}$ dollars, and there has been paid thereon at date of November 23d, 1858, the sum of nine hundred dollars & $\frac{98}{100}$, and at the date of March, 1866, the sum of two hundred and ninety-seven & $\frac{57}{100}$ dollars.

GEORGE D. TEMPLE,
Deponent.

Subscribed and sworn to at Burlington on the 22d day of November, A. D. 1867, before me.

F. WILCOX,
U. S. Commissioner.

92

93 [U. S. bankruptcy act, March 2, 1867.—Sec. 22.—In accordance with Form No. 22.]

Deposition for proof of debt without security, by partnerships or former partnerships, against partnerships or members of partnerships or others.

[Entered, according to the act of Congress, in the year 1868, by Benjamin P. Todd, in the clerk's office of the district court of the United States for the southern district of New York.]

In the district court of the United States for the southern district of New York, in bankruptcy.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

WESTERN DISTRICT OF PENNSYLVANIA, *ss:*

At Scranton, in the county of Luzerne and State of Pennsylvania, on the 26th day of November, A. D. 1867, before me, came A. H. Emley, of Wilkesbarre, in the county of Luzerne, and State of Pennsylvania, and made oath, and says that the said John Thompson, the person by whom a petition for adjudication of bankruptcy has been filed, at and before the filing of the said petition was, and still is, justly and truly indebted to *the *the* said A. H. Emsley upon a judgment obtained upon book-account for mon had and received in the city of New York, in the sum four thousand three hundred and fifteen dollars and sixty-three cents. Said indebtedness arose from a balance due said Emsley from said Thompson on bank-deposit account. Said Emsley was, and is, a banker, doing business in said Wilkesbarre, and kept a deposit account with said
94 Thompson, in the city of New York, and the amount aforesaid is due on said account, for which said sum of four thousand three hundred & fifteen dollars and sixty-three cents, or any part thereof, this deponent says that he has not, nor has the said firm of, or any member thereof, or any person by his or their order, or to this deponent's knowledge or belief, for his or their use, had or received any manner of satisfaction or security whatever.

And this deponent further says that the said claim was not procured for the purpose of influencing the proceedings under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, express or implied, has been made or entered into by or on behalf of this deponent, or of the said firm of, or any member thereof, to sell, transfer, or dispose of said claim, or any part thereof, against said bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of the said firm of for assignee, or any action on the part of this deponent or of the said firm, or any member thereof, or any other person in the proceedings under said act, has been, is, or shall be in any way affected, influenced, or controlled.

A. H. EMSLEY,
Deposing Creditor.

Subscribed and sworn to before me.

E. F. WILLARD,
Register in Bankruptcy, U. S. Commissioner.

* After the * insert the amount and consideration of the debt, and whether any, and what, payments have been made thereon.

(Endorsed:) District court of the United States for the southern district of New York. In bankruptcy, in the matter of John Thompson, bankrupt. Deposition for proof of debt received by me at the city of New York, this 29th day of November, A. D. 1867. Isaac Dayton, register.

95 EXHIBIT "A."—*29th November*, 1867.—J. DAYTON, *Reg.*

Against whom.	In whose favor.	Where perfected.	When perfected.
Thompson, John.....	James Barnes, president of the Merchants' Exchange Bank, in the city of New York.	Superior, N. Y....	1858

H. M.	Transcript filed.	H. M.	AMOUNT. Debt, damages, & costs.	Attorney.	When satisfied.
	1858. Feb. 20.....	$2 26	$2,762 59	Townsend, Dyott & Raymond.....	

CITY AND COUNTY OF NEW YORK,
County Clerk's Office, ss:

I, William C. Conner, clerk of the city and county of New York, certify that the above is a true and correct extract from the docket of transcripts kept in my office.

New York, Nov. 25, 1867.

W'M C. CONNER, *Clerk.*

(Endorsed:) County clerk's office, New York. James Barnes, pres't, &c., against John Thompson. Transcript of docket.

96

97 [Form No. 23.]

Declaration for proof of debt by officer of corporation.

In the district court of the United States for the southern district of New York.

IN THE MATTER OF , BANKRUPT. } In bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

I, Edward J. Oakley, of the city of New York, in the county of New York, and State of New York, cashier of the Merchant' Exchange National Bank of the city of New York, being a corporation incorporated by and under the laws of the Congress of the United States, and carrying on business at the city of New York, in the State of New York, being duly sworn and examined before Isaac Dayton, one of the registers in bankruptcy of the district court of the United States, for the southern district of New York, do solemnly declare that I am such officer, and duly authorized to make this proof, and that the statement of

the account between the said corporation and the said bankrupt hereunto annexed is a full, true, and complete statement of account between the said corporation and the said bankrupt, and that it is within my own knowledge that the debt thereby appearing to be due from the
98 estate of said bankrupt to the said corporation was incurred, on or before the first day of July, 1867, and for the consideration therein stated; and that, to the best of my knowledge and belief, the said debt still remains unpaid and unsatisfied, and I do further declare that said claim was not procured for the purpose of influencing the proceedings under said act, and that no bargain or assignment, express or implied, has been made or entered into by or on behalf of said corporation, to sell, transfer, or dispose of the said claim or any part thereof, against such bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of such corporation, or of any person in the proceedings under said act, was, is, or shall be, any way affected, influenced or controlled, I further declare that the statements contained in the said account heretofore annexed are true. I further declare that the said The Merchants' Exchange National Bank, of the city of New York, is the successor and assignee of The Merchants' Exchange Bank of the city of New York, and is the owner of the jud'ment against John Thompson, a transcript of which is hereby prefixed, marked Exhibit A.

I. Oakley, cashier Merchants' Exchange Nat'n'l B'k, N. Y., declared under oath, at the city of New York, this 29th day of November, A. D. 1867, before me.

ISAAC DAYTON,
Register in Bankruptcy for the Southern District of N. Y.

99 Statement of account referred to in the within declaration, between The Merchants' Exchange National Bank of the city of New York, the corporation mentioned in the within de'laration, and John Thompson, the bankrupt in the within declaration mentioned.

The said John Thompson to The Merchants' Exchange National Bank of the city of New York, Dr.

1867.	Dollars.	Cents.
20th Febr'y, 1858. To the amount of judgment against the said John Thompson, recorded this day by James Barnes, president of the Merchants' Exchange Bank, in the city of New York, in the superior court, in the city of New York, two thousand seven hundred and sixty-two dollars and fifty-nine cents, a transcript of whic' said judgment is hereto prefixed.....	2,762	59

The said judgment was recovered on a demand on a check of the said Thompson for moneys due from him to said bank. The said judgment has been duly assigned by the said James Barnes, president of the said The Merchants' Exchange Bank in the city of New York, to the said The Merchants' Exchange National Bank of the city of New York.

There have been the following payments made on the said judgment on within said debt.

20th December, 1858, from assignee.....	$212	75
20th January, 1865, dividend	70	74
	283	49

100 Amount no' due, $2,477.10, and interest on $2,762.75 from February, 1858, to 20th December, 1858, on $2,549.84, from 20th Dec'r, 1858, to 20th January, 1865, and on the said sum of two thousand four hundred and seventy-nine dollars and ten cents from 20th January, 1865, to the present time.

E. I. OAKLEY, *Cash'r.*

101 *Order appointing assignee.*

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } No. 304. In bankruptcy.

At the office of the register, number 202 Broadway, in the city of New York, in said district, on the twenty-ninth day of November, A. D. 1867, before Mr. Isaac Dayton, one of the registers of said district court in bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

The warrant, heretofore issued in *in* this bankruptcy, having been returned by the marshall of the southern district of New York, as messenger, with his return thereon, that he had caused the notice therein ordered to be published, that a meeting of the creditors of the said bankrupt, to prove their debts, and cho'se one or more assignees of his estate, would be held at a court of bankruptcy to be holden at the office of the register aforesaid, on the twenty-ninth day of November, 1867, at 12 o'clock noon, to be published by advertisement twice in each
102 of the newspapers mentioned in the said warrant, and that he also, on the thirty-first day of October, 1867, sent, by mail, to the creditors and others named in said warrant, a copy of the notice required thereby to be sent to them.

And the said John Thompson, the bankrupt aforesaid, having appeared by his counsel, and no creditors who have proved their debts under said bankruptcy attending the said meeting, and there being no opposing interest,

It is ordered that John Sedgwick, of the city of New York, in the county of New York, and State of New York, counsellor at law, be appointed, and the register hereby appoints him the assignee of the said bankrupt's estate.

ISAAC DAYTON,
Register in Bankruptcy.

Certified memorandum of first meeting of creditors.

103 In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, A BANKRUPT. } No. 304. In bankruptcy.

At the office of the register, number 202 Broadway, in the city of New York, in said district, on the twenty-ninth day of November, A. D. 1867, before Mr. Isaac Dayton, register in bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

MEMORANDUM.—This being the day appointed by the court for the

first meeting of creditors under the said bankruptcy, whereof the notice required in that behalf has been duly given, I, the undersigned register of the said court in bankruptcy, sat at the time and place mentioned, pursuant to such notice, to take the proofs of debts, and for the choice of assignee under the said bankruptcy. And I do hereby certify that no creditors who have proved debts under the said bankruptcy attended the said meeting of creditors. Whereupon there being no opposing interest, I, the said register, appointed John Sedgwick, of the city of New York, in the county of New York, and State of New York, counsellor at law, as the assignee of the said bankrupt's estate.

ISAAC DAYTON, *Register.*

104 I, John Sedgwick, the assignee above named, do hereby accept the said trust.

Dated twenty-ninth of November, 1867.

JNO. SEDGWICK.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

I, Samuel Blatchford, judge of the district court aforesaid, do hereby approve of and confirm the said choice of assignee.

SAM'L BLATCHFORD.

Dated November 29, 1867.

(Endorsed:) No. 304. District court of the United States, southern district of New York. In bankruptcy. In the matter of John Thompson, a bankrupt. Certified memorandum of first meeting of creditors. Isaac Dayton, register.

Short memoranda of proceedings.

105 In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

At the office of the register, number 202 Broadway, in the city of New York, in said district on the twenty-ninth day of November, A. D. 1867, before me, Isaac Dayton, register in bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

MEMORANDUM.—On this day executed assignment of the estate and effects of John Thompson, the said bankrupt, to John Sedgwick, duly appointed assignee under this bankruptcy.

ISAAC DAYTON,
Register.

106

107 [U. S. bankruptcy act, March 2, 1867.—Sec. 22.—In accordance with Form No. 22.]

Deposition for proof of debt without security, by partnerships or former partnerships, against partnerships or members of partnerships or others.

[Entered according to the act of Congress, in the year 1868, by Benjamin P. Todd, in the clerk's office of the district court of the United States for the southern district of New York.]

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

At the city of New York, in the county of New York and State of New York, on the third day of December, A. D. 1867, before me, Isaac Dayton, one of the registers in bankruptcy in and for the southern district of New York, came W. Watts Sherman, of the city of New York, in the county of New York, and State of New York, within the southern district of New York, and made oath and says that he is one of the partners in the firm of Duncan, Sherman & Co., composed of William B. Duncan & William W. Sherman, *says that* and that the said John Thompson, the person by whom a petition for adjudication of bankruptcy has been filed, at and before the filing of the said petition was, and still is, justly and truly indebted to the said firm of Duncan, Sherman & Co. in the sum of two hundred and sixty dollars and twenty cents, and interest from 24th August, 1857, upon a check, of which the following is a copy:

OFFICE OF JOHN THOMPSON, No. 2 WALL ST.,
At New York, August 24, 1857.

BANK OF THE REPUBLIC:

Pay to the order of Duncan, Sherman & Co. ($260.20) two hundred & sixty ^{20} dollars.

CHARLES MEGAREY, *Cash'r.*

That the said check was given for money from the said Thompson to the said Duncan, Sherman & Co., to the amount of the same, and that there has not been any payment thereon since said date, for which said sum of two hundred and sixty dollars and twenty cents and interest, or any part thereof, this deponent says that he has not, nor has the said firm of Duncan, Sherman & Co., or any member thereof, or any person by his or their order, or to this deponent's knowledge or belief, for his or their use, had or received any manner of satisfaction or security whatever.

108

And this deponent further says that the said claim was not procured for the purpose of influencing the proceedings under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, express or implied, has been made or entered into by or on behalf of this deponent or of the said firm of Duncan, Sherman & Co., or any member thereof, to sell, transfer, or dispose of said claim, or any part thereof, against said bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of the said firm of Duncan, Sherman & Co., for assignee, or any action on the part of this deponent or of the said firm, or any member thereof, or any other person in the proceedings under said act, has been, is, or shall be in any way affected, influenced, or controlled.

W. WATTS SHERMAN,
Deposing Creditor.

Subscribed and sworn to before me and the check therein mentioned produced before me and marked "Exhibit A."

ISAAC DAYTON,
Register in Bankruptcy in and for the Southern District of New York.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, Isaac Dayton, the register in bankruptcy before whom the within deposition was taken, do hereby certify that the proof within contained of the demand of Duncan, Sherman and Company, within named, against John Thompson, the bankrupt, within named, is satisfactory to me. Dated 3d December, 1867.

ISAAC DAYTON,
Register in Bankruptcy for the Southern District of New York.

109 [U. S. bankruptcy act, March 2, 1867.—Sec. 22.—In accordance with Form No. 22.]

Deposition for proof of debt without security, by partnerships or former partnerships, against partnerships or members of partnerships or others.

[Entered according to the act of Congress in the year 1868, by Benjamin P. Todd, in the clerk's office of the district court of the United States for the southern district of New York.]

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

WESTERN DISTRICT OF PENNSYLVANIA, *ss:*

At Scranton, in the county of Luzerne, and State of Pennsylvania, on the 26th day of November, A. D. 1867, before me, came George Sanderson, esq., of Scranton, in the county of Luzerne, and State of Pennsylvania, and made oath and says that the said John Thompson, the person by whom a petition for adjudication of bankruptcy has been filed, at and before the filing of the said petition was, and still is, justly and truly indebted to *to* the said firm of Geo. H. Sanderson & Co., of which firm deponent is a member, in the sum of seven thousand six hundred and thirty-four dollars and sixty-five cents. Said indebtedness is upon a balance of account due from said Thompson to said Geo. Sanderson & Co., in mutual transactions in the banking business, said Sanderson & Co. having deposited with said Thompson in the city of New York, and the amount of said deposit-account with interest
110 to Sept. 1, 1867, amounts to the sum aforesaid, for which said sum of seven thousand six hundred and thirty-four dollars and sixty-five cents, or any part thereof, this deponent says that he has not, nor has the said firm of, or any member thereof, any person by his or their order, or to this deponent's knowledge or belief, for his or their use, had or received any manner of satisfaction or security whatever.

And this deponent further says that the said claim was not procured for the purpose of influencing the proceedings under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, express or implied, has been made or entered into by or on behalf of this deponent, or of the said firm of or any member thereof,

to sell, transfer, or dispose of said claim, or any part thereof, against said bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of the said firm of for assignee, or any action on the part of this deponent or of the said firm, or any member thereof, or any other person in the proceedings under said act has been, is, or shall be in any way affected, influenced, or controlled.

GEO. SANDERSON,
Deposing Creditor.

Subscribed and sworn to before me Nov. 26, 1867. *Before me*—
E. N. WILLARD,
Register in Bankruptcy, U. S. Commissioner.

Received by , this day of , A. D. 18 .

(Endorsed:) District court of the United States for the southern district of New York, in bankruptcy, in the matter of John Thompson, bankrupt. Deposition for proof of debt.

111 In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, A BANKRUPT. } In bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

To whom it may concern:

The undersigned hereby gives notice of his appointment as assignee of the estate and effects of John Thompson, of the city of New York, in the county of New York, in said district, and who was on the 15th day of October, A. D. 1867, adjudged a bankrupt upon his own petition by the district court of said district.

Dated at the city of New York the 7th day of December, A. D. 1867.

JOHN SEDGWICK,
Assignee.

Designation of Newspapers.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

I hereby designate the New York Tribune and the Evening Post as the newspapers in which the foregoing notice shall be published by the said John Sedgwick, assignee of the estate of John Thompson, bankrupt, aforesaid, according to law.

Dated at New York the 7 day of Dec'r, A. D. 1867.

ISAAC DAYTON,
Register in Bankruptcy.

112

113 *Exhibit "A," 31st December, 1867.—I. DAYTON, Register, &c.*

Names of parties against whom judgment has been obtained.	Names of parties in whose favor judgment has been obtained.	Damages and costs.	Time of filing.	Attorneys' names.
Thompson, John	Joseph Lawrence.... } Stillman S. Clapp..... } Robert F. Woodward.. } Henry E. Lawrence.... }	$276 95	April 18, 1863, at 10-40 a. m.	Walter M. Underhill.

OFFICE OF THE CLERK OF THE SUPERIOR COURT
OF THE CITY OF NEW YORK,
April 18, 1863.

I certify the foregoing is a correct transcript from the docket of judgments kept in my office.

ROBERT D. LIVINGSTON, *Clerk.*

114

115 U. S. bankruptcy act, March 2, 1867.—Sec. 22.

Deposition for proof of debt without security, by partnerships or former partnerships, against partnerships or members of partnerships and others.

[Entered according to act of Congress in the year 1868 by Benjamin P. Todd in the clerk's office of the district court of the United States for the southern district of New York.]

In the district court of the United States for the southern district of New York.

IN MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

At the city of New York, in the county of New York, and State of New York, on the 31st day of December, A. D. 1867, before me, Isaac Dayton, one of the registers in bankruptcy in and for the south'n dist. of New York, came Henry E. Lawrence, of the city of New York, in the county of New York, and State of New York, within the southern district of New York, and made affirmation and says that he was one of the partners of the late firm of Lawrence, Clapp and Co., composed of Joseph Lawrence, Solomon S. Clapp, Robert F. Woodward, and Henry E. Lawrence that , and that the said John Thompson, the person by whom a petition for adjudication of bankruptcy has been filed ,at and before he filing of the said petition was, and still is justly and truly indebted to the said late firm of Lawrence, Clapp and Company in the sum of two hundred and seventy-one dollars and sixty-three cents, and interest from the eighteenth day of April, in year 1863, upon a certain judgment recorded by Joseph Lawrence, Stilman S. , Robert T. Woodward, and the deponent, in the superior court of the city of New York on the 18th day of April, 1863, for the sum of two hundred and seventy-six dollars and ninety-five cents, which said judgment was recovered on a money demand on contract which
116 said judgment was for $276.95, upon which there was paid 14 December, 1867, the sum of $5.32, for which said sum of two hundred & seventy-one dollars and sixty-three cents, or any part thereof, this deponent says that he has not, nor has the said firm of Lawrence, Clapp & Co., or any member thereof, any person by his or their order, or to this deponent's knowledge or belief, for his or their use, had or received any manner of satisfaction or security whatever.

And this deponent further says that the said claim was not procured for the purpose of influencing the proceedings under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that no bargain or

agreement, express or implied, has been made or entered into by or on behalf of this deponent or of the said firm of Lawrence, Clapp & Co., or any member thereof, to sell, transfer, or dispose of said claim or any part thereof, against said bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of the said firm of Lawrence, Clapp & Co., for assignee, or any action on the part of this deponent, or of the said firm, or any member thereof, or any other person in the proceedings under said act has been, is, or shall be in any way affected, influenced, or controlled.

HENRY E. LAWRENCE,
Deposing Creditor.

Subscribed and affirmed to before me, and the transcript of judgment therein mentioned and hereto affixed, marked by me Exhibit "A," 31 December, 1867.

ISAAC DAYTON,
Register in Bankruptcy in and for the Southern District of New York.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, Isaac Dayton, the register in bankruptcy before whom the within deposition was taken, do hereby certify that the proof within contained of the demand of Lawrence, Clapp and Company, within named, against John Thompson the bankrupt, within named, is satisfactory to me.

Dated 18

Register in Bankruptcy for the Southern District of New York.

Exhibit A, 10th January, 1868.—I. DAYTON, *Register.*

Names of parties against whom judgments have been obtained.	Names of parties in whose favor judgments have been obtained.	Damages & costs.	Time of filing.	Attorney's name.
Thompson, John.....	Richard A. Edes & William S. Keller.	$2,573 37	June 30th, 1863 ..	Birney, Prentiss & Flanders.

SUPREME COURT, CLERK'S OFFICE,
New York, June 30, 1863.

I certify that the foregoing is a correct transcript from the docket of judgment kept in my office.

H. W. GENET, *Clerk.*

For value received we hereby sell, assign, transfer, and set over to Joseph C. Hemmingway and William P. Gambell all our right, title, and interest in and to the within-named judgment vs. John Thompson, and authorizing them to collect the same for their use and benefit.

Sept. 25, 1865.

EDES, KELLER & Co.,
P'r W. S. KELLER.

[5-ct. int.-rev. stamp, cancelled.]

118 (Endorsed.) Supreme court New York. Richard A. Edes & another against John Thompson. Copy transcript of judgment. Birney, Prentiss & Flanders, pl'ffs' att'ys. June 30, 1863, entered

judgment ag'st defendant for want of answer for damages $2,559.79; costs, 13.58—$2,573.37, and issued execution for $2,573.37 to New York County. Yours, &c., B., P., & F.

119 [Form No. 21.]

Proof of debt, with security.

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

At the city of New York, in said district, on the tenth day of January, A. D. 1868, before Mr. Isaac Dayton, a register in bankruptcy, on the day above mentioned, personally came James H. Fay, of No. 9, Nassau street, in the city of New York, "attorney of Joseph C. Hemmingway and William P. Gambell, both of Leavenworth," in the State of Kansas, assignees of a certain judgment, hereinafter described, in favor of Richard A. Edes and William S. Keller, who, being duly sworn and examined at the time and place aforesaid, upon his oath says that John Thompson, the person by whom a petition for adjudication of bankruptcy is filed was, at and before the filing of the said petition, and still is, justly and truly indebted to the said Joseph C. Hemmingway and William P. Gambell in the sum of twenty-five hundred and seventy-three dollars and thirty-seven cents, for which said sum of twenty-five hundred and seventy-three dollars and thirty-seven cents,

120 or any part thereof, this deponent has not, nor has any person by his order, or to this deponent's knowledge or belief, for the use of said Joseph C. Hemmingway and William P. Gambell, or either of them, received any security or satisfaction whatsoever, save and except the judgment hereinafter mentioned; that the claim was not procured for the purpose of influencing the proceedings under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, expressed or implied, has been made or entered into by or on behalf of this deponent to sell, transfer, or dispose of said claim, or any part thereof, against said bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of for assignee, or any action on the part of this deponent, or any other person, in the proceedings under said act, has been, is, or shall be in any way effected, influenced, or controlled.

Deponent further says that the judgment above mentioned was obtained in the supreme court of the State of New York, as appears by the transcript thereof hereto annexed, and marked Exhibit A; and that

121 the said judgment was duly assigned for a valuable consideration to said Hemmingway and Gambell, as appear by assignment endorsed upon the said transcript; and that the value thereof is unknown to deponent, but that the said judgment has never been paid in whole nor in part by the said Thompson.

JAMES H. FAY,
Deponent.

Subscribed and sworn to this 10th day of January, A. D. 1868, before me.

ISAAC DAYTON,
Register in Bankruptcy.

122

123 *Short memoranda of proceedings.*

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } No. 304. In bankrupty.

At the office of the register, 202 Broadway, in the city of New York, in said district, on the 23d day of January, A. D. 1868, before Mr. Isaac Dayton, register in bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

The said bankrupt having applied to the court for a discharge from his debts, and it having been referred by the court to the undersigned to make an order to show cause thereon, and to sit in chambers on the return of said order, and to pass the last examination of the bankrupt, if there be no opposition:

Made order to show cause returnable on the eighteenth day of February, A. D. 1868, at eleven o'clock in the forenoon, before me, at chambers, at my office above mentioned; and that notice of the hearing of the said application be published in the New York Times and New York Commercial Advertiser, and filed certified copy of
124 said order with the clerk of the court.

ISAAC DAYTON,
Register in Bankruptcy.

125 EXHIBIT "A," *January*, 1868.— *Register.*

Names of parties against whom judgment has been rendered.	Names of parties in whose favor judgment has been drawn.	Damages and costs.	Time of filing.	Attorney's name.
Thompson, John.....	Jacob Bunn.....	$5,742 53	July 3d, 1863, at 10 o'clock and 40 min. a. m.	Starr & Ruggles.

SUPREME COURT, CLERK'S OFFICE,
New York, January 9th, 1868.

I certify that the foregoing is a correct transcript from the docket of judgments kept in my office.

CHA'S E. LOEW, *Clerk.*

D. B.

(Endorsed:) Supreme court New York. Jacob Bunn, Springfield, Ill., against John Thompson. Transcript of judgment.

126

127 [U. S. bankruptcy act, March 2, 1867, sec. 22.]

Deposition for proof of debt without security, by partnerships or former partnerships, against partnerships or members of of *partnerships, or others.*

[Entered according to the act of Congress in the year 1868, by Benjamin P. Todd, in the clerk's office of the district court of the United States for the southern district of New York.]

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

SOUTHERN DISTRICT OF ILL'S, *ss:*

At Springfield, in the county of Sa'gamon, and State of Illinois, on the 28th day of January, A. D. 1868, before me, came Jacob Bunn, of Springfield, in the county of Sa'gamon, and State of Illinois, and made oath and says that the said John Thompson, the person by whom a petition for adjudication of bankruptcy has been filed, at and before the filing of the said petition was, and still is, justly and truly indebted to this deponent in the sum of five thousand six hundred and thirty-four dollars and thirty-three cents, and interest at the rate of seven per cent. per annum, in the supreme court of the State of New York, city & county of New York, on the third day of July, 1863, against the said Thompson, for the sum of $5,742.53, a transcript of which said judgment is hereto prefixed, marked Exhibit "A;" upon which said judgment there was paid on the day of May, in the year 1866,
128 the sum of one hundred and eight dollars and twenty cents, and upon which no other payment has been made, for which said sum of $5,634.33, or any part thereof, this deponent says that he has not, nor has any person by his order or to this deponent's knowledge or belief, for his use, had or received any manner of satisfaction or security whatsoever, and that the said judgment was recordid on a balance of a book account due from the said Thompson to deponent.

And this deponent further says that the said claim was not procured for the purpose of influencing the proceedings under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, express or implied, has been made or entered into by or on behalf of this deponent, or of the said firm of , or any member thereof, to sell, transfer, or dispose of said claim, or any part thereof, against said bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of the said firm of for assignee, or any action on the part of this deponent, or of the said firm or any member thereof, or any other person in the proceedings under said act, has been, is, or shall be in any way affected, influenced, or controlled.

JACOB BUNN.
Deposing Creditor.

Subscribed and sworn to before me, and the transcript of judgment therein mentioned and hereto prefixed, marked by me Exhibit "A," 28th January, 1868.

SAMUEL WELDON,
Register in Bankruptcy.

129 EXHIBIT A, 1868.—I. DAYTON, *Reg.*

Names of parties against whom judgment has been obtained.	Names of parties in whose favor judgments have been obtained.	Damages and costs.		
John Thompson.....	Th Shoe & Leather Bank.	$2,897 49	October 14, 1857, 11 o'clock & 58 min.	D. & T. McMahon.

SUPREME COURT, CLERK'S OFFICE,
New York, October 14, 1857.

I certify that the foregoing is a correct transcript from the docket of judgment kept in my office.

R. B. CONNOLLY, *Clerk.*

(Endorsed:) Against John Thompson:

Transcript of judgment	$2,897 49
Rec'd on ac. Feb. 21, '49, from assignee	228 48
Dollars	2,669 01
Rec'd on ac. Jan. 31, 1866, from assignee.....	75 96
	$2,593 05

130

131 Statement of account referred to in the within declaration between The National Shoe and Leather Bank of the city of New York, the corporation in the within declaration, and John Thompson, the bankrupt in the within declaration mentioned.

The said John Thompson to the said The National Shoe and Leather Bank of the city of New York, Dr.

To the judgment recorded by the Shoe and Leather Bank, against the said John Thompson, in the supreme court, city & county of New York, on the 14th October, 1857, a transcript of which is hereto affixed, marked Exhibit "A".....2,897 49

That said judgment was recorded on a demand upon a check drawn by the said John Thompson for money due by him to the said The Shoe & Leather Bank, and the said judgment has been duly released and assigned to the said The National Shoe and Leather Bank of the city of New York.

CREDIT.

Upon the said judgment there was paid, on the day of , in the year , the sum of .

J. M. CRANE, *Cash.*

132

133 [Form No. 23.]

Declaration for proof of debt by officer of corporation.

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

I, John H. Crane, of the city of New York, in the county of New York, and State of New York, cashier of the National Shoe and Leather Bank of the city of New York, being a corporation incorporated by and under the laws of the Congress of the United States, and carrying on business at the city of New York, in the State of New York, being duly sworn, do solemnly declare that I am such officer, and duly authorized to make this proof; and that the statement of the account between the said corporation and the said bankrupt, hereunto annexed, is a full, true and complete statement of account between the said corporation and the said bankrupt; and that it is within my own knowledge that the debt thereby appearing to be due from the estate of said bankrupt to the said corporation was incurred on or before the first day of July,
134 1867, and for the consideration therein stated; and to the best of my knowledge and belief the said debt still remains unpaid and unsatisfied. And I do further declare that said claim was not procured for the purpose of influencing the proceedings under said act, and that no bargain or assignment, express or implied, has been made or entered into by or on behalf of said corporation to sell, transfer, or dispose of the said claim or any part thereof, against such bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of such corporation, or of any persons in the proceedings under said act, was, is, or shall be in any way effected or influenced, or controlled. I further declare that the statements made in the said statement of account are correct and true, and that the said The National Shoe & Leather Bank of the city of New York is the successor and assignee of the property, effects and credits of the Shoe and Leather Bank mentioned in the said account and in the transcript of judgment hereto prefixed.

J. M. CRANE, *Cashier.*

Declared under oath at the city of New York this 27th day of *of* Febr'y, A. D. 1868, before me, and the transcript of judgment therein mentioned prefixed, marked by me Exhibit "A."

ISAAC DAYTON,
Register in Bankruptcy for the Sout'n Dist. of N. Y.

135 [U. S. bankruptcy act, March 2, 1867.—Sec. 22.—In accordance with Form No. 22.]

Deposition for proof of debt without security, by partnerships or former partnerships, against partnerships or members of partnerships or others.

[Entered according to act of Congress in the year 1868, by Benjamin P. Todd, in the clerk's office of the district court of the United States for the southern district of New York.]

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

At the city of New York, in the county of New York, and State of New York, on the 28th day of February, A. D. 1868, before me, Isaac Dayton, one of the registers in bankruptcy in and for the southern district of New York, came James M. Lewis, of city of New York, in the county of New York, and State of New York, within the southern district of New York, and made *and made* oath and says that he is the cashier of the * *the* Union National Bank of the city of New York, which said bank is the owner of all the assets of said Union Bank, and that the said John Thompson, the person by whom a petition for adjudication of bankruptcy has been filed, at and before the filing of the said petition was and still is justly and truly indebted to the said Union National Bank of the city of New York in the sum of one thousand one hundred and seventy-four dollars and 3 cents, being the amount of a certain check drawn on the Bank of the Republic for $736.80, in favor of and to the order of E. H. Anthon, cashier, and interest on the same, less seventy-eight $\frac{53}{100}$ dollars paid on the same, which check was taken for a draft on the said Thompson for money in his hands and upon which said debt; for which said sum of one thousand one hundred and seventy-four $\frac{03}{100}$ dollars *and cents*, or any part thereof, this deponent says that he has not, nor has the said Union National Bank, or any member thereof, or any person by his or their order, or to this deponent's knowledge or belief, for his or their use, had or received any manner of satisfaction or security whatever. And this deponent further says that the said claim was not procured for the purpose of influencing the proceedings under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, express or implied, has been made or entered into by or on behalf of this deponent, the said Union National Bank or any member thereof to sell, transfer, or dispose of said claim, or any part thereof, against said bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of the said bank for assignee, or any action on the part of this deponent, or of the said firm or any member thereof, or any other person in the proceedings under said act, has been, is, or shall be in any way affected, influenced, or controlled.

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JA'S M. LEWIS,
Deposing Creditor.

Subscribed and sworn to before me, 28th February, 1868.
ISAAC DAYTON,
Register in Bankruptcy in and for the Southern District of New York.

(Endorsed :) District court of the United States for the district of . In bankruptcy. In the matter of John Thompson, bankrupt. Deposition for proof of debt of Union Nat. Bank, $1,174.03.

* After the * insert the amount and consideration of the debt, and whether any, and what, payments have been made thereon.

137 Names of parties against whom judgments have been obtained.	Names of parties in whose favor judgments have been drawn.	Damages and costs.	Time of filing.	Attorney's name.
Thompson, John.....	Erastus F. Mead.....	$3,536 65	May 15, 1862, at 3 o'clock and 39 minutes, p. m.	Mead & Taft.

SUPREME COURT, CLERK'S OFFICE,
New York, March 2, 1868.

I certify that the foregoing is a correct transcript from the docket of judgments kept in my office.

CHAS. E. LOEW, *Clerk.*

(Endorsed:) Supreme court New York. Erastus F. Mead against John Thompson. Transcript of judgment.

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139 [U. S. bankruptcy act, March 2, 1867.—Sec. 22.—No. 45.—Manual.—As approved.]

Deposition for proof of debt without security, by partnerships or former partnerships, against partnerships or members of partnerships or others.

[Entered according to act of Congress in the year 1868, by Benjamin P. Todd, in the clerk's office of the district court of the United States for the southern district of New York.]

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

At the city of New York, in the county of New York, and State of New York, on the third day of March, A. D. 1868, before me, Isaac Dayton, one of the registers in bankruptcy in and for the south'n dist. of New York, came Erastus F. Mead, of the city of New York, in the county of New York, and State of New York, within the southern district of New York, and made oath, and when, after being duly sworn and examined at the time and place aforesaid, upon his oath, says that the said John Thompson, the person by whom a petition for adjudication of bankruptcy has been filed, at and before the filing of the said petition was, and still is, justly and truly indebted to this deponent in the sum of three thousand five hundred and sixty-six dollars and 65 cents and interest thereon from May 15, 1862, on a judgment recorded in the supreme court of the State of New York, in the city & county of New York, in favor of this deponent against said John Thompson for $3,536.65, which said judgment was duly entered in the office of the clerk of the city and county of New York, May 15, 1862. The consideration of said judgment was the balance due on a check drawn by said John Thompson on the American Exchange Bank payable to the order of White, Morris & Co., August 24,
1857, for $2,876.60, which said check said White, Morris & Co. duly
140 endorsed to this deponent, to meet the payment of which said

check said Thompson never had any funds in said bank; for which said sum of thirty-five hundred and thirty-six $\frac{45}{100}$ dollars and interest as aforesaid, or any part thereof, this deponent says that he has not, nor has any person by his order, or to this deponent's knowledge or belief, for use, had or received any manner of satisfaction or security whatever. And this deponent further says that the said claim was not procured for the purpose of influencing the proceedings under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, express or implied, has been made or entered into by or on behalf of this deponent, to sell, transfer, or dispose of said claim, or any part thereof, against said bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of the said firm of for assignee, or any action on the part of this deponent, or any other person in the proceedings under said act, has been, is, or shall be in any way affected, influenced, or controlled.

E. F. MEAD,
Deposing Creditor.

Subscribed and sworn to before me this 3rd day of March, A. D. 1868.
ISAAC DAYTON,
Register in Bankruptcy in & for the Southern District of New York.

District court of the United States for the southern district of New York. In bankruptcy. In the matter of John Thompson, bankrupt. Deposition for proof of debt.

141 EXHIBIT "A."—*2d September*, 1868.—DAYTON, *Register.*

Persons against whom judgment is rendered.	Persons in whose favor judgment is rendered.	Time of docketing judgment.		Name of attorney.	When satisfied.
John Thompson....	Charles Demmon, as survivor of himself and Daniel Chapman, deceased.	March 26th, 1864, at 5 p. m.	Damages. $1,645 00 Costs..... 13 40 Amount.. $1,658 40	J. P. Mackenzie.	

STATE OF NEW YORK,
Wayne County, Clerk's Office, ss :

I hereby certify that the above is a correct transcript from the docket of judgments kept in this office. Dated Lyons, Sept. 1, 1868.
[L. S.]
V. H. SWEETING,
Dept'y Clerk.

[5-c. int.-rev. stamp, cancelled.]

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431 [U. S. bankruptcy act, March 2, 1867.—Sec. 22.]

Deposition for proof of debt without security. By partnerships or former partnerships against partnerships or members of partnerships.

[Entered according to act of Congress in the year 1868, by Benjamin P. Todd, in the clerk's office of the district court of the United States for the southern district of New York.]

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

At the city of New York, in the county of New York, and State of New York, on the second day of September, A. D. 1868, before me, Isaac Dayton, one of the registers in bankruptcy in and for the south'n dist. of New York, came John T. MacKenzie, of the city of New York, in the county of New York, and State of New York, within the southern district of New York, and made oath and says, that he is the attorney of Charles Demmon, surviving partner of the late firm of D. Chapman & Company, composed of Daniel Chapman and Charles Demmon, lately carrying on the business as bankers at Lyons, New York, and that the said John Thompson, the person by whom a petition for adjudication of bankruptcy has been filed, at and before the filing of the said petition was and still is, justly and truly indebted to Charles Demmon, a survivor as aforesaid, in the sum of one thousand six hundred and fifty-eight dollars and forty cents, and interest at the rate of seven per cent. per annum from 28th day of March, in the year as aforesaid, against the said John Thompson in the supreme court of the State of New York, in and for the county of Wayne, on the 26th day of March, 1864, which said judgment was recorded by the said Charles Demmon, as survivor as aforesaid, against the said John Thompson, upon a money demand on contract, for money due from the John Thompson to the said firm of D. Chapman & Company, a certified transcript of which said judgment is hereby prefixed, marked Exhibit "A." Said debt was contracted in the city of New York, in the State of New York, the legal rate of interest in which said State is seven per cent. per an-
144 num, and this deponent further says that it is within his knowledge that the aforesaid judgment was recorded as and for the consideration above stated, and that he is duly authorized by his principal to make this affidavit, for which said sum of one thousand six hundred & and fifty-eight dollars and forty cents, and interest as aforesaid, or any part thereof, this deponent says that he has not, nor has the said Charles Demmon, or any person by his order, or to this deponent's knowledge or belief, for his use, had or received any manner of satisfaction or security whatever.

And this deponent further says that the said claim was not procured for the purpose of influencing the proceedings under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, express or implied, has been made or entered into by or on behalf of this deponent, or of the said Charles Demmon, to sell, transfer, or dispose of said claim, or any part thereof, against said bankrupt, or to take or receive, directly or indirectly, any money, prop-

erty, or consideration whatever, whereby the vote of the said Charles Demmon, for assignee, or any action on the part of this deponent, or any other person in the proceedings under said act, has been, is, or shall be in any way affected, influenced, or controlled.

J. T. MACKENZIE,
74 *Wall Street, Deposing Creditor.*

Subscribed and sworn to before me and the transcript of judgment therein mention, and hereto prefixed, marked by me Exhibit "A," 2d September, 1868.

ISAAC DAYTON,
Register in Bankruptcy in and for the Southern District of New York.

145 *Exhibit A.*—16*th March*, 1868.—I. DAYTON, *Register.*

Against whom.	In whose favor.	Where perfected.	When perfected.	H. M.	Transcript filed.	H. M.	Amount. Debt, damages, & costs.	Attorney.
Thompson, John..	Jacob H. Brush.	Supe-rior, N. Y.	1863. Sept. 14th.	9 45	1863. Sept. 14th	9 52	2, 720 19	Enos N. Taft.

CITY AND COUNTY OF NEW YORK,
County Clerk's Office, ss:

I, Charles E. Loew, of the city and county of New York, certify that the above is a true and correct extract from the docket of transcripts kept in my office.

New York, March 2d, 186 .

CHA'S E. LOEW, *Clerk.*

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147 [U. S. bankruptcy act, March 2, 1867, sec. 22.]

Deposition for proof of debt without security, by partnerships or former partnerships, against partnerships or members of partnerships or others.

[Entered according to act of Congress in the year 1868, by Benjamin P. Todd, in the clerk's office of the district court of the United States for the southern district of New York.]

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

At city of New York, in the county of New York, and State of New York, on the sixteenth day of March, A. D. 1868, before me, Isaac Dayton, one of the registers in bankruptcy in and for the southern dist. of New York, came Jacob H. Brush, of Osage, in the county of Mitchell, and State of Iowa, and made oath, and who, after being duly sworn and examined at the time and place aforesaid, upon his oath, says that the said John Thompson, the person by whom a petition for adjudication of bankruptcy has been filed, at and before the filing of the said petition, and still justly and truly indebted to this deponent in the sum

of *twenty-seven *seven* hundred & twenty $\frac{19}{100}$ dollars, with interest thereon from September 14th, 1863, on a judgment recorded in the superior court of the city of New York, September 14th, 1863, in favor of this deponent against said John Thompson, for $2,020.19, which said judgment was, on the same day, duly docketed in the office of the clerk of the city & county of New York. The consideration of said judgment was the balance due this deponent from said Thompson on an account stated of money advanced to and deposited with said Thompson by J.
148 H. Brush, (a firm which was composed of deponent and one Joseph H. Meeker, who assigned his interest therein to deponent,) and this deponent from November 19, 1856, to August 31st, 1857, inclusive, for which said sum of twenty-seven hundred & twenty $\frac{19}{100}$ dollars and interest as aforesaid, or any part thereof, this deponent says that he has not, nor has any person by his order, or to this deponent's knowledge or belief, for his use, had or received any manner of satisfaction or security whatsoever; and upon which said judgment, or on which said , there has not been any payment made, a transcript of which agreement is hereto prefixed, marked Exhibit "A."

And this deponent further says that the said claim was not procured for the purpose of influencing the proceedings under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, express or implied, has been made or entered into by or on behalf of this deponent or of the said firm of , or any member thereof, to sell, transfer, or dispose of said claim, or any part thereof, against said bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of the said firm of , for assignee, or any action on the part of this deponent, or of the said firm, or any member thereof, or any other person in the proceedings under said act, has been, is, or shall be in any way affected, influenced, or controlled.

JACOB H. BRUSH,
Deposing Creditor.

Subscribed and sworn to before me this 16th day of March, A. D. 1868.

Before me and the transcript of judgment therein mentioned, and that prefixed marked by me Exhibit "A."

ISAAC DAYTON,
Register in Bankruptcy in and for the Southern District of New York.

149 In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } No. 304. In bankruptcy.

At the office of the register, No. 202 Broadway, in the city of New York, in said district, on the third day of February, A. D. 1869, before Mr. Isaac Dayton, one of the registers in bankruptcy of said court.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

The undersigned register in bankruptcy, having in charge the proceedings in this bankruptcy, hereby certifies that, pursuant to an order

*After the * insert the amount and consideration of the debt, and whether any, and what, payments have been made thereon.

hereto annexed, made by the undersigned on the ninth day of January, 1868, John Thompson, the bankrupt above named, was, on the several days specified in his deposition hereto annexed, examined on oath before the undersigned, under and as required by the 26th section of the bankrupt act of March 2d, 1867, and that his examination is set forth in his deposition hereto annexed, signed by him and marked by the undersigned, under and as required by the said 26th section of the bankrupt act. Samuel C. Thompson was examined, as a witness in this bankruptcy, before the undersigned, and that his examination, taken on the several days in his said examination specified, is hereto annexed, signed by the said Samuel C. Thompson, and marked by
150 the undersigned.

The undersigned further certifies that under and as required by the 26th section of the bankrupt act, Frederick F. Thompson was examined as a witness in this bankruptcy before the undersigned, and that his examination taken on the first day of December, 1868, in his said examination specified, is hereto annexed, signed by the said Frederick F. Thompson, and marked by the undersigned.

Dated February 3d, 1869.

ISAAC DAYTON,
Register in Bankruptcy.

Order for bankrupt's examination.

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

On the application of G. A. Seixas, the duly authorized attorney for the Merchants' Exchange National Bank, it is ordered that John Thompson, the bankrupt above named, attend before me, Isaac Dayton, one of the registrars in bankruptcy of this court, at his office, No. 202 Broadway, in the city of New York, on the 15th day of January, at
151 2 o'clock p. m., to submit to the examination required by the 27th section of the bankrupt act of March 2d, 1867, and that a copy of this order be delivered to him, the said John Thompson.

Witness the Honorable Samuel Blatchford, judge of the said court, and the seal thereof, at No. 41 Chambers street, in the city of New York, in said district, on the 9th day of January, A. D. 1868.

GEO. F. BETTS,
Clerk of the District Court for said District.

Granted and issued by me this 9th January, 1868.

ISAAC DAYTON, *Register.*

DISTRICT COURT OF THE UNITED STATES,
Southern District of New York, ss:

William J. McKibbin, being duly sworn, says that, on the 10th day of January, 1868, at No. 90 Broadway, in the city of New York and district aforesaid, he served the within order of examination on John Thompson, the bankrupt within named, by delivering to, and leaving

with, him personally a true copy thereof, and at the same time and place, exhibiting to him the within certified copy, with the register's signature thereon.

W'M T. McKIBBIN.

Sworn to before me this 15th day of January, 1868.

ISAAC DAYTON,
Register in Bankruptcy.

(Endorsed:) United States district court, southern district of New York. In the matter of John Thompson, bankrupt. Order for bankrupt's examination.

152 U. S. district court, S. dist. of New York. In bankruptcy.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

Before Isaac Dayton, register in bankruptcy, 15th January, 1868.

CITY, COUNTY, AND STATE OF NEW YORK, *ss:*

JOHN THOMPSON, the above bankrupt, being duly sworn by Isaac Dayton, register, deposes and says: I reside at 273 Madison avenue, city of New York, in the house owned by my wife. She has owned it for the last three years. She bought it from a man named Bleecker, or rather from Mr. Bleecker, and paid $23,000 or $24,000. I don't remember which. I can't tell which, but one of the brokers, in Pine street, negotiated the purchase for her. I think I saw the broker on the subject, and, I think, my two sons did. I think Mr. Van Vleck, my counsel, who is now here, knows more about it than I do. I don't remember who paid the money to the seller, that is to say, she paid the money, but I don't know through whom.

1. Q. What amount was in cash, and what upon mortgage?

A. I think there was a ten thousand mortgage upon the property, and the balance in cash.

153 2. Q. Was the cash paid by check?

A. I don't know.

3. Q. And do you know by whom the cash was paid to the vendor?

A. I don't know whether my wife paid it herself. I don't remember.

4. Q. Did you handle the money in any shape paid upon that purchase?

A. I don't remember that I did.

5. Q. Do you know upon what monies, or where deposited, your wife drew to pay the cash upon that purchase?

A. I don't remember that she drew anywhere, or had any deposit of the money.

6. Q. Do you know from what source the cash used by her upon that purchase was drawn?

A. She sold a house in 47th street, and the money that she received was passed over in payment of the purchase-money.

7. Q. Just the amount in both cases?

A. There was a discrepancy in the accounts.

8. Q. Who received the money from the 47th street sale?

A. I think my son, Samuel C. Thompson, rec'd it. I speak from mere impression, and not from positive knowledge. I knew very little about the bargain, although I was consulted and gave my opinion. My son

Samuel is president of the 1st National Bank, and I have no memory now as to how the moneys passed, & I do not know that the funds went through that bank. The house on 47th street was sold for some-
154 thing less than the purchase in Madison avenue—my impression is about $1,600 less. Mrs. Thompson had owned the 47th st. house about three years, and cost about $14,000. It brought about 22 or 23,000 dollars. My impression is that, when Mrs. Thompson sold this 47th street house, it produced all cash.

9. Q. Do you know who received the sale price for Mrs. Thompson?

A. I can't tell.

10. Q. Did any of the mon*ies* on the sale of 47th st., or purchase of Mad. ave., pass through your hands for your wife?

A. I do not know whether they did or not. Mrs. Thompson has not now, nor has she ever had, to my knowledge, any bank-account, nor do I know where she keeps any funds that belong to her. I know she generally has had some money by her in the house.

11. Q. Do you mean it's any considerable amount?

A. I don't know the amount.

12. Q. Has Mrs. Thompson, to your knowledge, ever had in her possession or owned any considerable sums of money at any one time—say to exceed $5,000?

A. Not that I know of.

13. Q. Nor where she ever had such mon*ies* on deposit?

A. I do not.

14. Q. Will you name any other real estate owned by Mrs. Thompson?

155 She own' a place on the west bank of the Hudson River, in Ulster County, and she has owned it about 13 or 14 years. My belief is that it cost her $1.

15. Q. About what was its value when she purchased it?

A. She never purchased it, properly speaking.

16. Q. From whom & how did she obtain it?

A. It was deeded to her by her father, whose name was Solomon Ferris, at that time living near to the property deeded. It was in the township of Lloyd, nearly opposite Poughkeepsie. She owns it still.

17. Q. How is the property occupied?

A. She occupies it a portion of the time, and a portion of the time it is unoccupied.

18. Q. Is it not used as a summer residence by & for Mrs. Thompson & her family?

A. I should say it was.

19. Q. Mrs. Thompson owns no other real estate, to my knowledge.

20. Q. Is Mr. Ferris living?

A. He is not.

21. Q. Can you name any personal property belonging to Mrs. Thompson besides her wearing apparel?

A. I think she has some United States bonds.

22. Q. To what amount?

A. I should say $15,000.

23. Q. Do you say she has that amount and no more?

A. I do not.

24. Q. Do you know to what amount she owns U. States bonds?

156 A. I have answered as near as I know. She also own' $6,000 of New York State stock; she owns the furniture in the house in which we live, in Madison avenue, of about 2 or $3,000; she owns no other personal property that I know of.

25. Q. Where are the U. S. bonds kept?

A. They are kept at the 1st National Bank, or at No. 2 Wall street, in a trunk of her own?

26. Q. In whose keeping or custody?

A. In the custody of the vault of the National Currency Bank.

27. Q. Are any of the members of your family connected with the bank? & if so, name them.

A. My son, Frederick F. Thompson, is president. Samuel C., another son, is a stockholder in the bank; & Francis Granger Adams is another stockholder in the bank; and my daughter, Mrs. Adams, is a stockholder in the bank; my wife is also a stockholder in that bank; my wife is also a stockholder in the First National Bank. These two last facts did not occur to me when I was speaking of my wife's property. Mr. & Mrs. Adams reside Coxsackie, Greene Co.; Samuel C. resides here in the city; and F. F. resides here a few months in the winter season. I believe I have mentioned all the members of my family who are stockholders in that bank. There are no members of my family who are not stockholders in that (the Nat. Currency) bank.

28. Q. Do you know the amount of stock held by any of these persons in that bank?

157 A. My wife has $1,500; my daughter, Mrs. Adams, has $5,000. I can't tell what amount Mr. Adams holds—I think $25,000; & my sons have about $30,000 each.

29. Q. What is the capital stock of that bank?

A. $100,000.

FEB. 13, 1868.

30. Q. Who holds the balance of stock in the Nat. Currency Bank?

A. A man named White—his full name I don't remember—holds or did hold it. He is the brother of the cashier, and a man named Schofield owns a small amount. The place of business of this bank is in the basement of the N. E. cor. of Broadway and Wall street. It was established about three years ago. This bank occupies the same premises which I occupied for 8 years. I had a lease. I took a lease for 5 years of these premises, & at its expiration another for same term, which expired in 1861 or 1862. My failure and assignment occurred while I had this last lease. It did not pass by my assignment. My sons, F. F. & Samuel C., assumed it, and became tenants. This lease was assigned to them two or three days before I made my assignment. My sons paid nothing for the assignment of the lease; they merely assumed the rent, the owners consenting to the assignment.

31. Q. Who mainly organized this bank?

A. My son-in-law, F. G. Adams.

158 32. Q. Were you instrumental or did you aid in any way to organize?

A. I did not, and was not instrumental.

33. Q. Were you consulted on the subject?

A. There were various conversations in my presence, and I expressed my opinion; nothing more.

34. Q. Conversations by and between whom?

A. Between Adams & my two sons.

35. Q. Where?

A. At the office which was the office of Thompson Brothers at that time, & where the bank now is. At that time Thompson Bro's, my two sons, were carrying on banking & brokerage business then.

36. Q. Were you then in their employ?

A. I was not, properly speaking, in their employ, though I made their office my headquarters.

37. Q. Who are the officers of the First National Bank?

A. Samuel C. Thompson, my son, is president; George F. Baker is cashier. In the ordinary acceptance of the term, Mr. Baker is not related to me or any of my family. The capital stock of that bank is $500,000.

38. Q. Please name the owners of any stock in that bank.

A. Samuel C. Thompson owns about $200,000 of it; F. F. Thompson own' about $200,000; George F. Baker I don't know how much; Mr. Snow, residing in Madison avenue, owns a few thousand dollars; Mr. Clark owns few thousand dollars.

39. Q. Any one else?

159 A. My wife, yes. Mrs. Thompson owns about $2,500. I may not be exactly right in that. I can't name any others. My family control the stock of this bank & the National Currency Bank. The First National started about 4 years ago.

40. Q. Were you instrumental in organizing this bank?

A. I advised its organization.

41. Q. Whom did you so advise?

A. My sons. I asked several outside parties to join and take stock. The stock of 1st National Bank is quoted at 208, and has always, since the first few months, been above par. The National Currency is quoted at 150, at the last sale of stock.

42. Q. State your relation to the 1st National Bank.

A. I have no connection with it.

43. Q. Your headquarters are where?

A. At the National Currency Bank.

44. Q. Do you take no part in the management of these banks or either of them?

A. I advise at the Nat. Currency Bank.

45. Q. And all your time is given to it?

A. I am there quite steadily, but all my time is not given to it. I am the editor of a paper, called Thompson's Reporter, which I have edited for many years. The editorial office is at the Nat. Currency Bank.

46. Q. In reference to the First National Bank, are you an adviser of it?

A. When they ask my advice, I give my opinion.

47. Q. When who asks it?

160 A. Any officer of it.

48. Q. Have they not, and has not the bank, consulted you frequently?

A. They have.

49. Q. Since their organization at all times?

A. Yes.

50. Q. And has not your advice controlled them, so far as you are aware?

A. I think my advice has influenced them, but not controlled them.

51. Q. Is this not true of both banks?

A. The National Currency Bank is more under my influence, and in a measure controlled by me, especially when the president of the bank is absent.

52. Q. Acting as president pro tempore?

A. I can't act in that way, because I own no stock.

53. Q. I mean do you discharge his duties, in his absence, in an unofficial way?

A. I do, sir. As adviser to the cashier I do.

54. Q. Where does F. F. Thompson reside?

A. He resides at Canandaigua in the summer season and in this city in the winter.

55. Q. Which place is his residence?

A. In Canandaigua, where he votes and pays his taxes, and his family reside there when he is there. He is in the city now, and has been here since November, and is daily at the bank.

56. Q. Please state the ages of your sons, Samuel and Fred.?

161 A. Samuel is about 35 and Fred. 32. Mr. Adams is *is* 39. Samuel resides next door to me, at No. 275 Madison avenue. He owns the house, and Fred. owns his farm, of about 60 or 70 acres, and buildings upon it, in Canandaigua. He bought it about three years ago for about $12,000, and I have an idea that it is worth twice that money now. Samuel bought his Madison avenue house for $40,000 about two years ago.

57. Q. Are you aware of any other property owned by Sam'l & Fred. beside what you have mentioned?

A. My son Frederick owns a house on Madison avenue, bought about 5 years ago for about 15 or 16,000 dollars, and my son Samuel own' a stable in 44th street and a house in the upper part of the city near 8th avenue. That's all the real estate I can call to mind. In the stable Samuel keeps and owns 3 or 4 horses and 2 or 3 carriages of various kinds.

Examination adjourned to 15 Feb'y, 1868, at 2 o'clock.

I. DAYTON, *Reg'r.*

FEB'Y 15th, 1868.

Mr. Thompson appears this day for further examination and says:

58. Q. When did you fail in business and to whom did you assign, if at all?

A. In August, 1857, and assigned to Platt Adams, then residing in this city, and now resides here I believe. I think Mr. Adams was not in any active business. Mr. Adams is not the father of my son-in-law.

59. Q. Is he related to him in any way?

A. He is not.

162 60. Q. In 1857, say January 1st of that year, what property, real or personal, were you possessed of?

A. Of no real estate, and it is impossible for me to give a schedule of personal.

61. Q. Of what did your personal property consist?

A. In bonds, stocks, and the usual stock in trade of a broker's office.

62. Q. What do you mean by stock in trade?

A. Money of various kinds, bonds of various States, stocks of various companies, and bonds of various companies.

63. Q. Is that all?

A. That is as correct as I can give it.

64. Q. From what source could a schedule or list or description of these stocks and bonds be now obtained?

A. I don't think there is any source.

65. Q. Were they entered in your books?

A. I cannot answer that question by saying either yes or no. Our practice was to call a large portion of the assets as cash, because they were coming in and going out so frequently and daily.

66. Q. Then the bonds and stocks would appear in your books as cash?

A. To a good extent I should say.

67. Q. Why not entirely so?

A. Because it would be confusing the business of the office to carry everything in that way.

68. Q. How otherwise would they be carried on your books?

163 A. They would not be carried on the book, but would be carried in the cash.

69. Q. Those not carried in the cash would appear in what way, if at all, on the books?

A. They would appear in accounts with particular kinds of stocks & bonds.

70. Q. Where are your books, those used by you up to the date of your failure?

A. They are in the custody of my assignee.

71. Q. Where?

A. In one of the vaults of the Nat. Cur. Bank.

72. Q. How came they there, and when?

A. Mr. Adams asked permission to place them there after he had closed his final dividend for convenience and economy. This I think was about a year ago.

73. Q. What dividend did you refer to, and to whom made?

A. Made to my creditors by the assignee.

74. Q. To general or preferred creditors?

A. General creditors.

75. Q. Did your assignment contain preferances?

A. It did.

76. Q. Can you name any creditors whom it preferred?

A. My assignment preferred no creditors by name. It preferred the holders of certificates of deposit, and they were transferable from hand to hand, and as a general thing were not held by parties to whom they were issued.

77. Q. To what amount were they issued?

A. At a round number, I would say $50,000.

78. Q. Not more?

164 A. It may have exceeded $50,000.

79. Q. Do you know the name of any person who proved to be the owner or holder of those certificates or any of them after your assignment?

A. I cannot name a single one.

80. Q. Any other preferred class?

A. None.

81. Q. Were the holders of these certificates paid in full?

A. They were.

82. Q. Anything left over out of the estate?

A. There was.

83. Q. What?

A. An amount sufficient to pay to the general creditors about 10 per cent.

84. Q. Was it paid, and if not why not?

A. It has been paid to them, to the best of my knowledge.

85. Q. What was the amount of your indebtedness at the time of your failure in round numbers?

A. I have no memorandum at present, but I should say about $500,000.

86. Q. Was it not over $600,000?

A. I think not.

87. Q. And now state how the most of it was created.

(Obj. to as irrelevant. Objection withdrawn.)

A. Created by monies deposited in the office. I mean my office.

88. Q. Deposited as deposits are usually made in banks of deposit?

A. Yes.

89. Q. To what amount were these deposits made, in round numbers?

165 A. To an amount covering nineteen-twentieths of my entire indebtedness, and I think the whole of it.

90. Q. Then certificates of deposit given to depositors?

A. When they asked for certificates they were given, but as a general thing the deposits were passed to their credit on the books. That is to say, I gave out only the $50,000 in certificates that were outstanding when I made my assignment. I have not given certificates of deposit to any of the creditors to whom I was indebted when I failed (except the $50,000 above referred to) for the deposits for which I owed them at the time of my failure.

91. Q. Why were certificates given to those—the $50,000?

A. For the convenience of people to remit into the country. They were often given in payment for uncurrent money and stocks sent to the office for sale. No other reason.

92. Q. Can you name any one of the holders of any of these certificates at any time?

A. I cannot name any.

93. Q. Can you name any to whom they or any of them were originally delivered?

A. I cannot. The books would show to whom they were issued.

FEBRUARY 18, 1868.

Mr. Thompson appears for further examination and says:

94. Q. Do you mean to say that you recollect the names of no person or persons who at the time of or after your assignment held cer-

166 tificate or certificates of deposit?

A. I can name some parties who I believe held some certificates. Mr. Duncan held some. Mr. Rice held some. I don't recollect the surname of any others.

95. Q. Did not some of your family at some time own or hold some?

A. Not to my knowledge or belief.

96. Q. Were not some of your debts created by giving your checks for drafts drawn upon you?

A. They were; but such drafts were against deposits.

97. Q. Were there not instances where a draft was presented to you through New York Bank and on presentation of the drafts you gave your checks, which were protested or not paid on the very day of the transaction?

A. I think there were a number of such cases.

98. Q. Were not the checks drawn upon the Bank of the Republic, which was immediately over your then place of business?

A. They were.

99. Q. Were not these checks dishonored for want of funds in said bank to pay them?

A. They were.

100. Q. Did you know when you gave these checks that such was the fact—that there were no funds in said bank to meet and pay the said checks?

A. I did not.

101. Q. Why did you not know it?

167 A. My deposits and checks were made by my clerks, and I

knew nothing of the state of the bank-account when these checks were drawn.

102. Q. How many such checks were drawn?

A. I am not able to say. I can only say I think there were a number, probably twenty.

103. Q. Drawn on the same day?

A. Yes.

104. Q. All of them?

A. Yes; all these twenty checks, more or less, of that date.

105. Q. Were there not certain checks drawn for drafts presented immediately at the bank, the holders not obtaining payment, demanded the return of the drafts on the same day and within a short time after receiving the checks, giving as a reason the non-payment of the checks?

A. There were checks returned and the drafts demanded back, but I cannot say that the checks had been immediately presented.

106. Q. Were there not instances of demand on the same day you gave the checks?

A. I think there were, tho' I am not certain.

107. Q. Were not such demands or some of them accompanied by the statements of the holders that they had just been up-stairs to the bank and demanded payment or certification of the goodness of the check, which was refused, or to that effect?

A. I can't remember any such statement or conversation.

168 108. Q. Or anything in substance like it?

A. I don't remember any conversation of that character on that day.

109. Q. Or any statement by the bearers of such checks to that effect?

A. I don't remember any conversations or statements to that effect.

110. Q. Did you in any case return the drafts so demanded and receive your checks back?

A. In some cases I ordered my clerks to return the drafts and take back the checks.

111. Q. Name one such case.

A. I can't name any case positively, but I think it was done with the Chemical Bank.

112. Q. How was the transaction with the Merchants Exchange Bank?

A. I don't remember anything about it.

113. Q. In that case was not a check given for a draft and the check protested the same day and offered to be returned, and the check offered to be delivered up to you and refused by you, and the draft demanded back?

A. I can't answer the question directly, but the orders that I gave were to surrender back the drafts for which checks had been given dated that day.

114. Q. What day?

A. The day of my failure.

Adjourned to Friday, 21st February, 1868, at 1 p. m. The hearing of the application of the bankrupt to be discharged from his debts
169 pursuant to the order of this court made on the 23d January, 1868, appointing this day for such hearing, is also adjourned to 21st February, 1868, at one o'clock p. m.

ISAAC DAYTON, *Register*.

On this 2d day of February, 1868, the bankrupt appears for further examination and says:

115. Q. On what day and year was your failure?

A. I can't name the day, but I think it was the 24th or 25th of August, 1857.

116. Q. To whom was such order given to surrender back drafts for which checks were given on the day of your failure?

A. To my clerks who had charge of the office.

117. Q. Name them or either of them.

A. One William Morse; I don't know where he is now; Edgar Morse; I don't know where he is; and one Duncan; I don't know where he is. The two Morses continued at the office, cor. of Wall & Broadway, after I failed, for 4 or 5 months, in the employ of Thompson Bro's, or rather they formed a part of the firm of Thompson, Morse & Co. Samuel C. Thompson and Edgar Morse were the leading members of the firm, and F. F. Thompson and the other Morse were the silent partners, forming the company. This firm was formed very soon after my failure, I think, within a week, altho' I am not sure. The firm were brokers, and their business was very nearly the same as
170 mine was before I failed.

118. Q. Can you state the respective interests of the members of that firm?

A. The two Thompsons had $\frac{2}{5}$ths, and the Morses each $\frac{1}{5}$th. I think that was the division.

119. Q. Where did that firm keep their bank-account?

A. At the Bank of the Republic, where I had kept my account up to my failure.

120. Q. Had either of your sons been employed in your office before your failure?

A. They had, at certain periods, occasionally in the office.

121. Q. Please explain this.

A. When they were here in the city they were generally in the office, doing something. I should think that, for 6 or 8 years previous to my failure, they were both absent from the city, the biggest half of the time, at school, Peachum, Vermont; Pittsfield, Mass.; Poughkeepsie, Dutchess County, N. Y.; on Staten Island, and various other places.

122. Q. How recently had they left school at the time of your failure?

A. I think they had been about two years out of school at that time.

123. Q. At the time of your failure had they been in any business?

A. They had not.

124. Q. Were they employed upon pay in your office before
171 your failure, or did they only make it their headquarters as would be the case with sons and father?

A. They never were on a salary in my office. They were my sons there doing and learning what they could. That is as full as I can make it.

125. Q. When you answered that your clerks made the deposits and checks, and that you were ignorant of the state of your accounts in the Bank of the Republic, did you mean that the clerks signed checks in your name, or endorsed paper for deposit?

A. One of the clerks did sign checks. His name was Charles McGeary. I don't know where he is now. I have met him in the street occasionally during the last 5 years. Mr. McGeary also endorsed paper for deposit.

126. Q. Did Mr. McGeary have charge of your bank-account at the time of your failure?

A. He did in part.

127. Q. Who else in part did?

A. I think Duncan did, and one or both of the Morses.

128. Q. Who signed the checks which were given for drafts on the day of your failure?

A. Mr. McGeary.

129. Q. All of them?

A. I believe he signed every check.

130. Q. And did you sign none of them?

A. My impression is that I did not sign any. Still it is possible that I did.

172 131. Q. Who had endorsed paper for deposit for the 30 days before your failure?

A. Paper made to my order was generally endorsed by McGeary, occasionally by myself, I think. Paper not made to order, I believe, was stamped "J. T.," and deposited.

132. Q. You said that you were ignorant of the state of your account on the day of the failure. Do you mean that the giving of checks for drafts, when there were no funds in bank, was inadvertant or accidental?

A. No, sir. I mean they were neither accidental 'or inadvertant. They were the ordinary process of the business.

133. Q. How came checks to be given in payment of drafts upon you when there were no funds in the Bank of the Republic to meet the checks?

A. I wasn't aware of the state of the bank-account, and it was customary to give checks without knowing the state of the bank-account.

134. Q. Was it customary to give checks for drafts when there were no funds to meet the checks?

A. It was.

135. Q. And when the checks were certain to be dishonored?

A. The checks were not dishonored so long as we continued to give them.

136. Q. Have you not stated that you did give checks for drafts, which checks were dishonored?

173 A. I have.

137. Q. Then why do you say that as long as you continued to give checks they were not dishonored?

A. The checks which were dishonored after my suspension, were given, but not presented for payment, before my suspension.

138. Q. How was it in cases where checks were given and dishonored on the same day?

A. They were given in the fore part of the day, but not presented until after my suspension on the same day was talked about in the street.

139. Q. Do you mean that, in the fore part of the day, when the checks were given, you had funds in the bank to meet them, and that between that time and the time of the presentment of the checks the funds were withdrawn or in any way hindered by you from being applied in payment of the checks?

A. I don't know what the state of the bank-account was when the checks were given in the fore part of the day. There were no funds removed after the checks were given, nor any action on my part which would prevent their payment.

140. Q. Then, if there were no funds in the bank when the checks were presented & dishonored in the after part of the day, must it not be true that there were no funds there when the checks were

174 given in the fore part of the day, if, as you state, no monies had

been withdrawn or withheld from application to their payment? My question relates only to those checks which were dishonored.

A. Checks were drawn to a larger amount than there were funds in the bank to meet them in the fore part of the day, and those that were not presented promptly in the fore part of the day were dishonored, because the bank refused to overpay them.

141. Q. How came checks to be drawn to a larger amount than there were funds?

A. It was customary to do so.

142. Q. How did you expect they would be paid?

A. I expected to be able to make the account good before 3 o'c. of the day of my failure.

143. Q. Do you not know that the bank refused to make the checks good long or soon before 3 o'clock of that day?

A. The bank refused to make the checks good about 12 o'c., according to my best memory, that day.

144. Q. Why?

A. Because the checks were an overdraft.

145. Q. Why did not the bank pay the checks and trust to a deposit?

A. A violent panic had sprung up, and the bank deemed it wise to act with great prudence.

146. Q. When you speak of the custom being to draw checks for a
175 larger amount than there are funds in bank, do you mean that such is the custom with persons situated as you were on the morning of the day you failed?

A. I do.

147. Q. On the morning of that day, did you know your financial condition?

A. I did not know that I would have to fail.

148. Q. When and how did you first know it?

A. I first knew it when the bank declined to honor my checks. About the same time I learned that very heavy demands were being made upon me, and I became convinced that I could not borrow in the money-market then existing.

149. Q. When did you learn and become convinced, as you state?

A. I believe it was about 12 o'clock of that day.

150. Q. Please name a single person from a corporation to whom you gave a check for a draft which you afterwards accepted back, and gave up the draft on the dishonor of the check?

A. I cannot name any concern with positiveness. I believe the Chemical Bank was one, but I am not sure.

151. Q. Can you name another?

A. I cannot name another.

Adjourned to Tuesday, 25th February, 1868, at 10½ a. m.

The hearing on the application of the bankrupt to be discharged also adjourned to Tuesday, 25th February, 1868, at 10½ a. m.

176 TUESDAY, *25th February*, 1868.

Parties appear as before. Adjourned, by consent, to Thursday, 27th February, 1868, at 10 a. m. The hearing of the application of the bankrupt to be discharged also at same time.

The bankrupt appears this 27th day of February, 1868, for further examination, and says:

152. Q. Did you, prior to your assignment, expend any money upon the property alleged to belong to Mrs. Thompson at Lloyd?

A. I did.

153. Q. To what amount?

At bankrupt's request, the examination is now adjourned to March 14th, 1868, at 10 o'clock.

ISAAC DAYTON, *Register.*

The hearing of the application of the bankrupt to be discharged from his debts also adjourned to same time.

MARCH 4TH, 1868.

Bankrupt appears for further examination, and says in answer to above question:

A. I have no record to name the amount, but I should think between six and eight thousand dollars.

154. Q. Applied or expended in what way?

A. In erecting a house mostly.

155. Q. When was this expenditure made?

A. In 1856, running into the fore part of 1857.

177 156. Q. Please state how, if at all, your creditors received any of the interest in that property or expenditure?

A. They received no interest in it, nor did they ever receive any of this six or eight thousand dollars in any shape. The property was deeded to my wife from her father, and at the time of the conveyance an understanding existed that a house should be put upon it. The understanding was between myself, my wife, and her father, and the understanding was that I was to put up the house. I don't remember that there was any understanding had in regard to the character or cost of the house thus to be built.

157. Q. Why did not the creditors receive by your assignment the benefit of this six or eight thousand dollars? Was it because you considered it a gift to Mrs. Thompson, and that you had no interest in it at the time you assigned?

A. It was Mrs. Thompson's property at the time of the assignment by the gift from me, as I considered it.

158. Q. What was the value of the land as your wife received it from her father—about what?

A. I shall merely make the estimate, without knowing what property was worth then, at $1,400.

159. Q. Mr. Ferris is still alive and living in that neighborhood, is he not?

A. Mr. Ferris is not living; he died about 4 years since.

178 160. Q. Has any land been added to his gift to Mrs. T., now owned ? and, if so, please describe it.

A. I think her brother has deeded to her a half interest in what is called the "Mill property," in the neighborhood known as the Ferris Mill; of this I have only learned by hearsay.

161. Q. Give her brother's name and address, and state if this property descended from his father to him, and so to her, if you know?

A. John J. Ferris, of Lloyd; the property, I believe, descended from my wife's father to him, and by him conveyed to my wife as I have understood.

162. Q. What was the business of your father-in-law?

A. He was more of a farmer than any other business for 35 years before his death. The mills spoken of was run a part of the time by him, and another part of the time leased out.

163. Q. In reference to the claim of the Chemical Bank, did not that bank replevy the draft for which they received your check on the day you failed?

A. I have not stated positively that the Chemical Bank had drafts which were surrendered back on that day. It is still my impression that the Chemical Bank was one of the parties that drafts were surrendered back to. I am not aware that there were any legal proceedings taken to reclaim the draft by any parties. My belief is that the
179 drafts were surrendered after mature deliberation and consultation.

164. Q. By and between whom?

A. By the parties holding the drafts—myself and probably the counsel of both parties.

165. Q. Was not litigation threatened in reference to those drafts, or any of them?

A. I don't remember that there were any threats made. I cannot say that litigation was not threatened, nor can I say that it was. It was a very exciting day with me, and I have but an indefinite recollection of what was said or what was done.

166. Q. Did not litigation to a great extent grow out of your suspension?

A. I should say it did.

167. Q. Were you not arrested in some actions brought after your failure?

A. I was arrested, I think, twice; and, in a certain sense of the word, I would say that I was arrested four times.

168. Q. Please state by whom, and upon what alleged grounds?

A. I think I was first arrested by a Western house. The name of the house I can't remember, and the alleged grounds of arrest I don't know. Next I was put under arrest by the Metropolitan Bank of this city; the alleged ground that I took from them a package of uncurrent money and gave my check for it on the morning of the day of my failure. That bank is not a creditor now. They replevied the package of
180 uncurrent money, and after my arrest I gave up the package, and that ended the suit. In the Western house case the order was vacated. I was also arrested in a suit brought by Clark & Co., on the alleged ground of fiduciary debt. They got judgment against me and I was put on the limits and discharged under the 14-day act. The next arrest was at the instance of J. N. H. DuBois. His suit and arrest proceeded on similar grounds. After considerable litigation, judgment was rendered against me. I was put on the limits, moved for discharge under the 14-day act, and finally the claim was purchased by my sons, Thompson Brothers; but my discharge was granted before the settlement with my sons.

169. Q. Your sons have taken numerous assignments of claims against you, have they not?

A. They have.

170. Q. Under what circumstances?

A. They bought claims against me, as they were offered, to the extent of about $275,000, including interest at about the rate of 5 cents on the dollar, as a general rule, over and above the assignee's dividend. When there were small claims my sons would pay something more than that, and I think in some instances they gave 25 or 30 or 40 per cent. on claims under $100. I don't know what my sons have done in
181 regard to the purchase of claims, nor am I able to say that they have not purchased large claims at larger rates than I have

named. The Bank of the Republic had overpaid my account about $20,000, I think, when I failed. This was all made good, partly by deposits between the date of my failure and the making of my assignment, and partly by securities held by them. I can't now say but that these securities were delivered to the bank after my failure an' before my assignment. About a week elapsed between my failure and my assignment.

171. Q. Did you not design to protect this bank from all loss, and did you not prefer them with that view?

A. I can answer that question in no better way than to say that I did make my account good there at the earliest possible moment. I did not intend to prefer them. because, at that time, I did not intend to assign or to leave any one unpaid.

172. Q. Did you not make deposits there after your suspension, and after your checks had been dishonored there?

A. I think I did.

173. Q. When did you first know of your overdrafts there?

A. Simultaneously with my failure, which was on the 24th or 25th of August, 1857.

174. Q. Did you not after this transfer to that bank certain securities for the purpose of protecting or preferring them as creditors?

182 A. I don't remember if I did or not. In about two weeks after my suspension, & in about a week after my assignment, Thompson, Morse & Co. opened an account with that bank, according to the best of my belief.

175. Q. Have your sons bought claims promiscuously, or any particular class of claims against you?

A. No particular claims; but as parties have offered them to them.

176. Q. Do you know their object in buying these claims?

A. I think I do. I believe their object has been to get the claims out of the way, and by chance they might buy me out of debt.

177. Q. Before the date of your assignment, or on that day, what property of any kind did Samuel C. Thompson own, where situated, and at what value?

A. I don't think he owned any property, except a span of horses and a wagon.

178. Q. Don't you know that he did not own any other property, or interest in any, except as you have stated?

A. I do not positively know; still it is my impression he owned no other property.

179. Q. Had he not, up to that date, been wholly supported by you at school and at home?

A. He had not.

180. Q. Explain by whom he had been supported, and how?

183 A. He had, before going to Europe, which was in 1854, made for himself about $3,000, by dealing in specie in the street, that he took for his trip to Europe, and expended about that amount; except this, he was entirely dependant upon me for support up to the time of my assignment, in exchange, however, for his services. He was in Europe most a year. I only know that Samuel earned this $3,000 from what he told me.

181. Q. At the date of your assignment what property did your son Frederick own, real or personal, or what interest in any, or where and of what value?

A. I am not aware that he owned any property, except one horse and a buggy; but was wholly dependant upon me for his support.

182. Q. I ask the same question now with reference to your daughter, Mrs. F. G. Adams.

A. She had been married at the time of my failure several years, and had lived in Chicago, and had no property that I know of.

183. Q. I ask the same question in regard to your wife?

A. She owned a house on 5th avenue, corner of 30th street, of the value of $22,000. I gave this to her in 1833 or 1834. It was mortgaged for $10,000, during all the time. She sold it in 1858 to William Curtis Noyes. She kept the purchase-money invested somehow, but I do not know how, and (but I think it is in U. S. bonds, the whole of it)
184 she owned a farm on the west bank of the Hudson River, opposite Hyde Park, (not the Lloyd property heretofore referred to,) which she bought from—I can't tell who. I think, in 1850, I paid for the property $6,000, for her benefit, taking title to her. That was exchanged for a house in Brooklyn, which was afterwards sold and the proceeds paid for the 47th street property. The house in 47th s't cost about $2,000 more than the Brooklyn house brought. The 47th street house was bought in 1861 or 1862.

Adjourned to March eleventh, 1868, *at* Wednesday, at 10½ a. m.

I. D., *Register.*

The hearing of the application of the bankrupt, to be discharged from his debts is also adjourned to the same day and hour.

DAYTON,
Register.

MARCH 11TH, 1868.

The bankrupt, John Thompson, appears for further examination, and says:

184. Q. Are you able to state whether your failure was on the 24th or 25th of August, 1857?

A. I can't state from memory; but from the reading of a case in court by Judge Moore, a short time since, I believe it was on the 25th of August, 1857.

185. Q. On the day preceeding your failure was your bank-account made good at the Bank of the Republic, or did your account re-
185 main overdrawn during that entire day?

A. I believe my account, by my books, was overdrawn that night, and I understood that was the case from my clerks.

186. Q. Was it ever afterwards made good?

A. My account was made good there, but not before my suspension It is my impression that it was made good within three days after my suspension. I am quite confident that it was made good before my assignment was made; my assignment was dated August 31st, 1857.

187. Q. Was that bank-account made good after your suspension at one time, or at different times?

A. I am not able to say, but I believe it was made good by piecemeal. I don't know how it was done; my clerks attended to it more than I did; I can't say if it was done by deposits.

188. Q. What clerks attended to it?

A. Charles McGeary, acting as cashier; Cortelyou and W. W. Woodbridge, acting as book-keepers, and the two Morses, Edgar & William, acting as tellers; I think McGeary was the acting man in making it good.

189. Q. What instructions did you give McGeary?

A. I can't say what instructions I gave him; but I probably gave

him instructions to make it good as speedily as possible; I gave
186 him this direction, expecting to go in business, and to fail. The funds with which this account was made good was derived from assets in the office; I cannot specify what they were; I turned them into money for that purpose.

190. Q. How much was that bank-account in the Bank of the Republic overdrawn the night before the suspension?

A. I am not able to say, but my opinion is that it was about $20,000. I don't think it was as much as $50,000 overdrawn.

191. Q. How much did it require, after your suspension, to make that account good?

A. That I am not able to say; I do not remember looking at the books on the day of my suspension; I should suppose that, to meet the overdraft of the night before & the overdrafts of next morning, would require $50,000; whether a deposit was made early in the morning of my suspension or not I am not able to say; I would here explain that the day before my suspension the Ohio Life & Trust Co. failed, and it was about mid-day of the day before my suspension that it became known, and created a panic so that it became next to impossible to realize money on securities, or upon uncurrent money, and the redemption of notes of banks for which I was agent, coming in to be redeemed, was unusually large. This is the reason why my account was not made good the night before my suspension. Previous to my suspen-
187 sion I had been engaged in the same business in which I was when I suspended for about 25 years; I style the business a "broker's and banker's business." A broker's business is the buying & selling securities, negotiating the purchase and sale of securities, the buying & selling of specie and uncurrent money. This is the class of business I did as a broker. As a banker, I received deposits and paid drafts and checks against them; beside this I did business in buying and selling on my own account. I had been at No. 2 Wall street for seven or twelve years before my failure. I first took those premises on a five years' lease, & whether my failure occurred while I held the second or third lease of five years I am unable to say. The lease was from the Bank of the Republic, which always owned the property while I leased it. At the time of my suspension I had been editing & publishing, & owned in part the Thompson Bank Note Reporter for 15 years. At the time of my suspension, the half owner with me was Platt Adams, my assignee; has owned a part of that paper, but whether he owned a part before my failure I am not able to say. He does not own any part of it now that I am aware of.

192. Q. Who does own it now?

A. It has been owned for a year or so past by a man by the
188 name of Charles Blondell, of this city, but a month or two ago I understood he was about selling out to a man named Haws; but whether the sale has been consum'ated or not I don't know. Previous to Blondell's buying it I believe it was owned by Platt Adams and my sons, Samuel & Frederick, and the two Thompsons owned one half as a firm of Thompson Brothers, & Platt Adams owned the remaining half. Intermediate between the ownership, by my sons & Adams, there was a time when Blondell and my sons owned it in the proportions of ⅔ rds by my sons, and the remaining third by Blondell; on my suspension it passed into the ownership of Platt Adams, who owned it for some years; it then became the property of Adams & my sons, Thompson Brothers. It afterwards became the property of Blondell & Thompson Bro's, & subsequently it became Blondell's; I don't know if he owns it

now or not. A few days after my suspension and before my assigment, I transferred all my interest in the Reporter to Platt Adams. It did not pass to him by the assignment; Thompson Bro's became interested, I think, about a year or so by purchase; but whether by bill of sale I can't say; meanwhile it was edited in part by me at No. 2 Wall street, and has been so edited by me at that place ever since; and I have
189 taken substantially the same part in editing it since my suspension that I did before. I originated that paper, and at one time it had a very extensive circulation, and in that department I don't think it had its equal in the United States in circulation; I think it reached a hundred thousand per month; after my failure I think it fell off about one half during the year after my suspension. This is all opinion of mine, not having looked into the books. The falling off in the circulation may have less or more; my opinion is about half; when I speak of its circulation being 100,000 per month, I refer to times when there were panics among the banks; up to the day of my failure it was a prosperous & flourishing concern and was paying, and it was valuable to me as an advertisement and by way of pecuniary returns. By it I became very widely known, as much so as any man in Wall street. My business was large; the deposits were between three and five hundred thousand dollars on an average. I dealt largely in uncurrent money. I think, during the years 1856 & 1857, & up to my failure, no one in Wall street had dealt so largely as I had in uncurrent money. I can't say that my other brokerage business was correspondingly large. It was medium. The Reporter was circulated all over the country. There were
190 three subscription-books, a monthly, a semi-monthly, and a weekly. The monthly was a dollar a year, the semi-monthly a dollar & a half; and the weekly was either $2.50 or $3.00. Single numbers. The majority of the circulation was to news-dealers, and the wholesale price was three cents per copy; I can't say, but I think the semi-monthly had the largest circulation. My present age is 65 years. At the time of my failure my experience had been large and diversified. Whatever property I ever possessed was acquired entirely by my own skill and industry, and almost entirely in this business I have spoken of. After my failure my sons, Frederick & Samuel, in connection with William & Edgar Morse, started the brokerage business at 2 Wall street my old office. This was a week or ten days after my failure. That partnership continued until about the first of January, 1858. Then my two sons formed a partnership, and the Morses went out; at the time of this dissolution of the partnership they made up an account of profit & loss, and my sons paid the two Morses their share of the profits. The profits of the office up to January, 1858, amounted to about $20,000; the two Morses taking out two fifths, or $8,000. *The my* sons continued the business at the same place under the firm
191 of "Thompson Brothers," each having an equal share, and this business continued there by them until the organization of the National Currency Bank; and that bank has continued business there ever since. The Morses, at the time of my suspension, were and had been in my employ as clerks—Edgar, for many years; William, for a few years. They were the managers of the uncurrent money department of my office. I think I was paying them $1,200 each per annum at the time of my failure; I do not think they were possessed of any property. I think there were written articles between Thompsons & Morses.

193. Q. What capital did they have in their business?

A. I don't think they had any capital of their own; their actual cap-

ital was moneys left with them on deposit. The Morses' friends helped the firm some, by leaving deposits at the office, and my sons' friends left some deposits at the office.

194. Q. Had they any other capital than these deposits?

A. No other that I know of; they only borrowed money by taking it on deposit, and all these deposits were subject to draft.

195. Q. Were there not deposits obtained by them with the understanding that they should remain substantially as a loan or answer the end of a loan to supply them with capital?

192 A. I never knew of any such understanding with any depositor. When I say that my sons' friends made deposits there, I mean that they were my friends as well as my sons'.

196. Q. Did the firm of Thompson, Morse & Co. or that of Thompson Brothers ever receive any advantage in their business directly or indirectly from property which had been owned by you previously to your failure, other than the lease of premises No. 2 Wall street, and the good-will of the business there, and the Bank-Note Reporter?

A. I am not aware that they did; at the same time I will make a little explanation. My assignee did employ Thompson, Morse & Co. to convert and work into usable funds the uncurrent and broken-bank bills that fell into his hands as my assignee; then acting simply as brokers on the usual terms of doing that business. They might have made a small brokerage on this, nothing more; I have nothing further to add.

197. Q. Can you say positively that neither of those firms, nor any member of either firm, ever succeeded directly or indirectly to any of your property owned by you at the time of your failure or prior thereto, otherwise than by full, fair, adequate purchase?

A. None, except what they purchased at my assignee's auction sale.

193 198. Q. Did you save back or put away directly or indirectly from your creditors, or your assignee, any portion of your property?

A. I did not; except that under the advice of my lawyers, Judge Morse & F. B. Cutting, I laid aside about $2,000 to pay up lawyer's bills. I was in trouble. I was under arrest in suits brought against me. At the time of assignment I think there was left of this $2,000 about $7 or $800. This last amount was in the hands of Edgar Morse, and, so far as I knew, it never went to the hands of my assignee. With this exception I kept nothing back from my creditors of any name or nature.

199. Q. Did you not put some property into the name of some other party?

A. None whatever.

200. Q. Neither your assignee nor your creditors ever received any benefit of the lease No. 2 Wall street, or the good-will of that stand, or of the Bank-Note Reporter?

A. They did not receive any benefit from those sources.

201. Q. Was that lease recorded?

A. I don't think it was. The rent was $3,500 per annum during the term when I failed.

202. Q. What have you been doing since you failed? You had great experience at the time of your failure, great skill in your business, & great industry. How, and for whose benefit, have these been employed since your failure?

194 A. I have edited the Bank-Note Reporter in part. A part of my time has been taken up in litigation on suits brought by my

creditors. I have spent my time, generally speaking, at my old office, No. 2 Wall street, where I have conversed a good deal with my friends and creditors. I have been consulted on financial questions by the occupants of the office—where I made my headquarters—as well as by other parties who called upon me. I spent a considerable portion of my time in advocating and working through the national currency law, and quite frequently I was in Washington on business connected with the passage of that law, and with Government loans; and I have spent a good deal of my time in explaining to bankers all over the United States the principles and advantages of the national bankrupt law. During this period I have kept up my interest in, and familiarity with, financial matters; and I think that results will show that my judgments in financial matters for the past seven years will compare favorably with the best. When I spoke of the occupants of No. 2 Wall street I meant my sons, Samuel & Frederick. They have always had the freest use of my advice and judgment whenever they sought it; and they have prospered. In its general results the business at No. 2 Wall street has been successful.

195 203. Q. The results of their success in business are invested in various ways?

They are stockholders in the First National Bank to the amount of $200,000 each. They are stockholders of the National Currency Bank to the extent of something over $30,000 each, and they own some real estate, in all about $50,000 to $75,000 each.

204. Q. Are there any of these results in the hands of any other parties besides these two sons?

A. I don't know of any of the profits resulting from my sons' business being in any one's hands, further than their donations for charitable purposes; and including in these donations I would embrace a pretty large amount of my indebtedness purchased by them. This donation amounts to about $20,000 in the way of purchasing debts against me.

205. Q. What other donations do you refer to?

A. None other but ordinary donations by way of charity, say 5, 10, or 15 dollars. I know of no donations or gifts to any other persons, nor of any to Mrs. Thompson, my wife; or my daughter, Mrs. Adams.

206. Q. Have they made any other donation to you except in the way of purchasing debts against you?

A. Nothing, except ordinary presents of the season, not exceeding $100 per year.

207. Q. Have they made you any compensation for the services you have rendered them in connection with their business?

196 A. They have paid me at various times a salary of various amounts. During the first years of the partnership of Thompson Brothers they paid me $50 per month; say the first 2 or 3 years. After that it was raised from that to $100 per month for the next three or four years, down to the time of closing the business of Thompson Brothers.

208. Q. When was the arrangement made by which you were to receive $50 per month?

A. As soon as the Morses left in 1858; and I never had any writing with my sons in reference to salary. The arrangement was made at No. 2 Wall street.

209. Q. What were you to do for $50 per month?

A. There was no arrangement for my doing anything; but it thought by me that I was rendering them services entitling me to that

amount; and I think they thought so, too. I think I received nothing for the period when the Morses were there. The Morses went out because they thought I had too much influence over my sons in their business. The arrangements between my sons and me was for no particular time.

210. Q. What services were you rendering them which you thought to be worth $50 per month?

A. I was giving them my ideas of how financial things were shaping, and would shape. I can't give any more definite statement than I have as to how long I was to receive the $50 per month.

197 211. Q. Was that $50 per month paid you regularly?

A. Yes, sir; the paying-teller of the concern paid it to me. His name was James Crossly.

212. Q. Was there an account kept with you in which these payments were entered?

A. I don't know. I think I drew it in $50 lots during the month, just as I wanted it.

213. Q. Suppose you wanted more, did you draw it?

A. It appears to me that I did, occasionally, draw more than $50, but it was alwas adjusted afterwards, so that I did not overdraw that amount of salary.

214. Q. What is the largest amount you ever drew?

A. No more than $100 or over that during any one month.

215. Q. Was any further compensation made to you by your sons for your services in their business than the amount of salary you have mentioned?

A. None.

216. Q. Since the National Currency Bank was formed what compensation have you been receiving for your services in connection with that bank?

A. For about a year from its creation my compensation continued at $100 per month. Then my son Frederick permitted me to take the president's salary, which was $5,000 per annum; and he released it to me on condition that about 90 per cent. of it should be taken to

198 my wife for the support of the house. That arrangement continues to this date. This was not in writing. I have drawn the salary at that rate since then, and that is all I have received from the bank. Up to the time I filed my petition I had received about $10,000 from the bank, from the of the president's salary; about $1,200 before that for salary. I fulfilled the agreement with my son as to taking home the salary, and have handed her the money. I have handed to her about $9,000 in this way, and I think she spent the whole of this specific money for family expenses. I don't think she has used any of this in the purchase of particular property; but I can't say she did not. She mingled these with other monies and used them indiscriminately; other moneys of hers received in the way of income, I mean.

217. Q. Can you state whether any of this $9,000 received by her from you was used by her in connection with other moneys in the purchase of any of the stock in 1st National, or National Currency Bank?

A. I cannot state.

218. Q. For the two years before the filing of your petition, what was the annual income of Mrs. Thompson aside from this money received from you?

A. I should judge about $2,000. She acquired the First National Bank stock about 4 years ago, by subscription to it at that time,

199 and paid for it about the time she acquired her stock in the Nat.

Currency Bank, about the time it was started, about 3 years, by subscription either in person or her sons for it, and paid for it then.

219. Q. From what source did Mrs. Thompson derive the money she paid for those stocks?

A. I don't know.

220. Q. Since your failure have you paid or transferred in any way any money or property to Mrs. Thompson other than the 90 per cent. of the president's salary mentioned above?

A. None whatever; but the $9,000 do not cover all the money I have taken to her since my failure. The First National Bank, after it was doing a prosperous business, on the resolution offered by Mr. Snow, one of the directors, complimented me with a donation of $100 per month, so long as the directors should continue the arrangement. That was about 3 years ago. $50 of that was to go to the support of my house, and the $50 has so gone. The other $50 constituted my pocket-money. The understanding that $50 was to go to my house was not in the resolution. The understanding was had with the president of the bank, my son, after the resolution was passed. The salary of $100, and $50 before spoken of as having been paid me by Thompson's Sons, I took home all of it except, perhaps, a $5 occasionally for my pocket.

221. Q. What compensation did you get for editing the Bank-Note Reporter, after your failure?

200 A. For a time, $100 per month. I can't tell how long, a year or 18 months. Platt Adams paid me this. After that, $50 per month, which continued up to about one year ago. That is all I received. I took these monies to Mrs. Thompson, and she disbursed them. I didn't run the house.

222. Q. For any services rendered by you in connection with the organization or formation of the 1st National Bank, & the National Currency Bank, and with the conduct of the same after their formation, did you ever receive any other compensation than that which you have already mentioned?

(Objected to by counsel for petitioner on the ground—question amended—objection withdrawn.)

A. I have not.

223. Q. What, if anything, have you ever received from either of those banks by way of donation or compliment, other than you have named?

A. Nothing.

224. Q. Have you, since your failure, been in the receipt of any other monies than those you have already mentioned?

A. I have not.

225. Q. Did Thompson, Morse & Co., or Thompson & Bros. never have any other capital in their business than such as they made in the business itself?

A. To the best of my knowledge they never had. All their
201 capital, and all they are worth, has been made since they went into business, and nothing has ever been received by them from me or my property other than the lease & stand of No. 2 Wall street.

Adjourned to the 19th March, 1868, at 10½ o'c.

DAYTON, *Register.*

The hearing of the application of the bankrupt to be discharged from his debts is also adjourned to the same day and hour.

ISAAC DAYTON, *Register.*

MARCH 19TH, 1868.

Bankrupt appears for further examination and says:

The farm in the country was exchanged for a house in Brooklyn. My wife received $2,500 or $3,000 in the exchange, the farm being worth that much more than the Brooklyn property. That exchange was in 1858, I believe. My wife had then owned the farm about six years; I think more than that. The title to the farm was never in my name. At the time of the failure I don't know if there was a mortgage on the Brooklyn property, which was No. 16 Remsen street, but at all events she took the property clear, the seller freeing it before sale. She owned it, and we resided there all the time she owned—say about 3 or 4 years,
and until about the spring of 1862. The title to that was never
202 in my name. The $3,000 received by my wife in that exchange
was retained by her, and none of it ever came into my ownership, though it may have passed through my hands. I presume it was invested, but I cannot recall how, but not in real estate.

226. Q. Were your wife's investments generally made upon her judgment or upon yours

(Obj'd to as immaterial.)

A. My wife acts upon her own judgment more than she does upon mine, of her property, and has always done so. The Remsen-street property was sold, I think, in the spring of 1862, for $13,000, all cash. The purchase of the 47th-street house was about the same time for $14,000 or $14,500, and the difference between the sale-price of the Remsen street and the purchase-price of the 47th st. property was paid by my wife out of her separate property. I paid nothing myself.

227. Q. Since your suspension has your wife's property increased from any other source than the natural increase of the property owned by her previous to your suspension?

A. I have no means of answering the question positive, but I feel confident it has not increased beyond the accumulation of interest and increase of value.

228. Q. So far, then, as you know, she has received no addition to her property from any outside source; that is, outside of herself and the property she owned at the time of your suspension, since that time?

203 A. While we lived in Brooklyn, after my suspension, my wife was coming from Poughkeepsie. One train of cars ran into the train on which my wife was, and she received injuries, for which she sued the company and obtained $8,000, and received this sum. That suit was in her own name, and the recovery was in her name. My sons paid the expenses of the suit, and she received the $8,000 clear. I paid no portion of the expenses of this suit, and I think my sons paid, in round figures, $2,000 expenses of that suit. My wife's brother, J. J. Ferris, deeded to my wife one-half of the piece of property that fell to him from my wife's father, by deed to him, before my wife's father died. This was conveyed by her brother to her without consideration. This was called the mill property, at New Paltz, and I think she now owns it; and it's worth about $3,000. I believe she considers it so. She never has been in receipt of any income from it. A portion is rented, but for not enough to pay taxes, &c. I know of no other increase to her property from any outside source since my suspension, and of no other addition to her property except from the natural increase of what she owned prior to my suspension.

229. Q. Has your wife received no other moneys from you since your suspension than those you have mentioned, directly or indirectly?

A. She has not.

204 230. Q. What did you receive as consideration at your assignment of your interest in the Bank-Note Reporter to Platt Adams?

A. I owed Platt Adams $4,000, and sold him the paper for that sum, he to pay the outstanding debts against the Reporter, and to fill up the subscriptions that had been prepaid. I can't state the amount. My impression is that it would require about $5,000 to fill up such subscriptions. I can't state the debts he assumed; I should guess $1,000 would cover all. My impression is that for a third or half interest which my sons afterwards purchased from Platt Adams, they paid him $2,000, besides assuming their proportion of the prepaid subscription-lists, which feature usually attends the sale of that species of property—newspaper property.

231. Q. How did the failure of the Ohio Life & Trust Company affect you?

A. It created a panic, and there was a rapid call for the payment of moneys, and a rapid and unprecedented decline in the value of all stocks, bonds, &c., and a rushing in for the redemption of bank-note currency, and it became necessary to *to* raise what is called "current funds."

232. Q. What was your usual method of raising current funds?

A. The usual method with me was to convert our uncurrent
205 money, sell stock & securities, and borrow on securities; and this was on the market generally.

233. Q. And then was it your custom to deposit these current funds in the Bank of the Republic, and pay them out by checks to your customers, or to pay the money yourself over your counter?

A. I should say that about nine-tenths of the payments were made by deposits and check, and on this bank, and the one-tenth by money paid over the counter.

234. Q. On the day before your failure did you make any effort to raise current funds and make your bank-account good at the close of that day; and if so, what?

A. I believe I made the best effort I could, & I can't remember the doings of that day so as to specify what efforts. It was a very exciting and difficult day to make a money negotiation.

235. Q. Did you on the next morning, that is the morning of the day of your suspension, make any efforts to raise current funds, and make your bank-account good at the Bank of the Republic; and, if so, what, and how early in the morning?

A. I can't remember what I did the next morning, but the best I could, and went to work early.

236. Q. What was the nature of the efforts you made, both on the day of your failure and the day before, to raise current money
206 and make your bank-account good at the Bank of the Republic?

A. To apply to whoever I supposed had money, and try to get it either without security or upon such as I had to offer.

237. Q. Can you say positively that you did make such applications to any one on either of these two days?

A. I have no doubt I made various applications for money for the purpose named on both those days, but I cannot name the parties to whom I applied.

238. Did you use more than one check-book at the same time in your account with the Bank of the Republic?

A. No, sir, I did not.

239. Q. In the check-book used at the time of your failure, was the state of your account with this bank kept?

A. I believe that the stumps of the bank-book have been kept, and that they show the state of the account.

240. Q. Was it the practice, in your business, to have the account kept up on the stumps of your check-book?

A. It was.

241. Q. Where are the stumps of the check-book you were using at the time of your failure?

A. I don't know where they are; I have never seen them since my failure. These with all my books, I presume, went into the hands
207 of my assignee at the time I assigned. I know of no disposition of my books except to the assignee.

242. Q. Aside from this panic caused by the Ohio Life and Trust Company, was there any other cause that tended to precipitate your failure? Had you met with any special losses or unusual losses? If so, please state.

A. I had not met with any unusual losses to any great amount up to that date. My entire losses for the preceding year would not have exceeded $30,000. These were the gross losses; I mean without taking into account any of the earnings.

243. Q. Were you ever worth any more than you were during the year of your suspension?

A. I can't answer the question. I don't think I was ever worth any more than I was during some part of my suspension; that is, during the year previous to my suspension.

244. Q. Had there been any especial reduction or depreciation in the value of your property shortly previous to the failure of the Ohio Life and Trust Company?

A. No essential reduction or depreciation in value of my property previous to the failure of the Ohio Life Ins. & Trust Co.

245. Q. What did you consider yourself worth previous to the failure of the O. Life Ins. & Trust Co.?

A. In round figures I considered myself worth $200,000.

246. Q. Is that as correct an estimate as you can give?

208 A. It is. I mean I was worth this sum over and above all my liabilities.

247. Q. Were the assets assigned by you to the assignee sold at public or private sale?

A. He made some auction sales, and I believe he sold some at private sale, but I cannot state the proportions.

248. Q. How much did he realize from your assets?

A. I can't answer the question only from the fact that he paid and divided among the creditors over and above the expenses, $100,000, or in that neighborhood.

249. Q. Previous to the failure of the Ohio Life & Trust Co., how much were your assets and property worth?

A. I should estimate they were worth $700,000.

250. Q. What did you estimate the assets and property worth which you turned over to the assignee at that time?

A. I can only give you what would be my impressions. During the time between my failure and assignment, my assets, which I assigned to my assignee, had depreciated in value between 50 & 25 per cent., I should think.

251. Q. Is it then your impression that your assets were badly sacrificed in the sales by the assignee?

A. It is my impression that they were badly sacrificed as compared with their value at the time of my failure and assignment.

209 252. But at the time they were sold, I believe, they brought more than they were worth, as times shaped afterwards.

253. Q. Did they bring more than they were worth as compared with their then just and fair value?

A. I don't think they did.

254. Q. Did they bring as much?

A. As far as I know of the prices they brought at the time, I think they brought fair prices.

255. Q. How long after the assignment did these sales by the assignee take place?

A. I don't remember; I think about 9 months or a year.

256. Q. Were these assets greatly depreciated at the time they were sold by the assignee?

A. They were.

257. Q. From what cause?

A. By general breaking up of the companies of which these were securities.

Adjourned to March 26th, 1868, at 10½ o'c.

ISAAC DAYTON, *Register.*

Hearing on order to show cause, adjourned the same time and place.

ISAAC DAYTON,
Register in Bankruptcy.

MARCH 26, 1868.

Mr. John Thompson, the bankrupt, appearing for further examination says:

210 258. Q. Whatever became of the 7 or $800 in the hands of Edgar Morse, of the $2,000 which you testified to have put aside for lawyers' fees, &c.?

A. I do not think there was 7 or 800 $ left in his hands, but I am very much mixed in my mind about it. My present recollection is that there was $1,100 put aside by me instead of $2,000. I don't know how much was left in Morse's hands.

259. Q. You stated in your former examination that it was 7 or 800$; do you wish me to correct that?

A. I wish to state that I don't think I said it was 7 or 800, but that it was my impression that it was, and that impression was connected with the impression that the amount reserved by me was $2,000.

260. Q. What is your present impression as to the amount left in the hands of Morse?

A. I have no positive impression about it.

261. Q. Whatever balance there was in the hands of Edgar Morse, do you of your own personal knowledge know what became of it?

A. I do not.

262. Q. Was the amount you reserved entered in your books, or any of them?

A. I do not know.

263. Q. What is your impression on that subject?

A. I have no impression.

211 264. Q. What was the date on which that money was reserved?

A. I have only an impression on that, and that is that it was only a day or two before my assignment was made, which was the 31st of August, 1857, or on the day of my assignment.

265. Q. Did your books contain a personal account with yourself?

A. I think they did.

266. Q. During the 4 days previous to your assignment did you draw any moneys for any other purpose than lawyers' fees?

A. I don't remember that I did, and yet I may have drawn a few hundred dollars, not to exceed $500, and these $1,100 or $2,000, as the case may be, were the only monies I drew or reserved except the $500 just mentioned, but I don't remember drawing any.

267. Q. From what source was the sum which was reserved drawn?

A I don't know.

268. Q. Was it derived from cash on hand?

A. I presume it was taken from the cash on hand.

269. Q. If it was taken from cash on hand, was it not probably entered in your personal account?

A. I should think it would be, but I don't know whether it was or not.

270. Q. Ought it to have been so entered?

212 A. It ought to have been entered in that way or else in the expense account, in order to have the books correct.

271. Q. Ought it not to have been entered in your personal account in order to have the books correct?

A. I think it would have been as proper to charge it to expense account as to enter it in my personal account.

272. Q. Can you state whether or not all the cash which was received by you, or drawn by you out of your business, between your suspension and assignment was entered in your personal account?

A. If I drew any between these dates for personal purposes, I believe it's in my personal account.

273. Q. If drawn for other than personal purposes?

A. It should have been in the expenses-account if drawn for the expenses of the office, and not in my personal account.

274. Q. When you say "expenses of the office," do you mean all other expenses except expenditures for personal purposes?

A. I do.

275. Q. Was there not drawn by you on the 28th of August, 1857, and charged to you in your personal account, $1,000?

A. I don't know whether there was or not.

276. Q. Was there not drawn by you on the 29th of August, 1857, and charged to you in your personal account, $2,000?

213 A. I don't know; I don't know what was charged, but I did not draw and take for myself & take any such money.

277. Q. Did you draw any such sum?

A. I do not think I did.

278. Q. If such sum appears on your personal account, would you think it a mistake?

A. I should more think it was adjusting the accounts than a mistake.

279. Q. How adjusting the books?

A. To make them correspond with omitted entries, or with monies taken from my assets by those having the custody of my assets.

280. Q. Do you mean that persons having the custody of your assets may have received this sum in some way and charged it to you in your personal account?

A. I can't exactly say that I mean that.

281. Q. Do you mean anything near that?

A. (Question withdrawn.)

282. Q. Did you, on the 31st of August, 1857, draw $1,000, which was charged to you in your personal account?

A. I don't remember that I did.

283. Q. Did you have any use for any such monies on those days for personal purposes?

A. I don't remember of having any use for scarcely any money for personal purposes; I may have had use for some money to pay some small bills.

284. To what amount?

A. I have no idea.

214 285. Q. On or about June 12th, 1857, did your son, F. F. Thompson, receive from you $6,306.55, or thereabouts?

A. I don't remember that he did; nor can I say that he did not; I am confident that he did not in money, nor in anything representing money at that time.

286. Q. How otherwise?

A. In 1856 or 1857, my son, F. F., was in Europe, and to August his expenses which had been accruing while he had been there, such an item would have been a representative if such an item is in the books.

287. Q. In what account would the item appear?

A. The original entries for monies advanced to my son would probably have been charged to him on his account, and then his account would have been balanced, and the balance against him would have been properly charged to me on my personal account.

288. Q. On or about June 28th, 1857, did your son, Samuel C. Thompson, receive from you $6,181.51, or thereabouts?

A. I don't remember that he did, and cannot answer direct without consulting him or the books.

289. Q. Where was Samuel C. Thompson at that time, (June, 1857)?

A. In the winter of 1856 & 7, in New Orleans, & by June, I think, he had arrived in this city. I think there was an account on my

215 books with both of these sons. The nature of the account would be money drawn by them for their expenses. No business transactions that I remember.

290. Q. Do you remember whether in June, 1857, there was such a balance of $6,181.51, against your son Samuel, which was charged to you and carried to your personal account?

A. I can't remember if there was such a balance against him, or whether any such entry was made in my personal account.

291. Q. What is your impression as to there being any such or any balance against him at that time?

A. There may have been charges against before he started for New Orleans and while there, and this may be the result of that New Orleans journey, and it may not. I can prepare myself, and answer at the next meeting.

292. Q. Was there, on or about Sept. 11, 1857, received by you and charged to your personal account $1,000?

A. No such money was ever received by me, and I know nothing of any such entry.

293. Q. Can you state whether or not, at the time of your assignment, your personal account showed a balance in your hands of from forty-five to fifty-five hundred dollars?

A. I have no idea how the balance stood.

294. Q. Can you account for any such balance?

216 A. It is my impression that there was a balance against me accruing from charges anterior to my assignment.

295. Q. What became of that balance?

A. I don't know as anything ever became of it.

296. Q. What had you to represent that balance—had you cash or what?

A. It must have been cash drawn for personal purposes anterior to my assignment—I mean cash drawn by me or for my personal purposes.

297. Q. At the time of your suspension were you indebted to the Bank of the Republic otherwise than by overdrafts?

A. I don't remember that I was. I was in the habit of borrowing money from them; may have owed them, but I think it would have been credited on my book; and if I paid them, it would have been charged in an account between the bank and myself. It would be an account of considerable length, and in the aggegate quite a large amount.

298. Q. At the time of your suspension did the Bank of the Republic hold any collaterals of yours?

A. I don't remember how that was. My impression is that, if I owed them borrowed money, they held collaterals; otherwise, not. Prior to my suspension, I only gave the bank collaterals for borrowed money.

After my suspension, it is my impression that certain of my as-
217 sets were lodged with them until my account was made good as security for the overdrafts.

299. Q. Are you aware of the fact that the Mercantile Bank, on the 29th of September, 1857, appear on your books to have been paid in in bills payable a balance of $38,258.23?

A. I have no knowledge of any such transaction or any such payment.

300. Q. On the 7th of October, 1858, or at any other time, was there or not paid to the Mercantile Bank, of Hartford, in Breckenbridge bonds, the sum of $7,320.21?

A. Not that I know of; nor do I know that their account appears to be overdrawn to that amount on our books.

301. Q. You have stated in your examination that many other things besides cash were entered in your cash account; will you state what beside money?

A. I cannot designate what that account would consist of, but as a general thing it would consist of bank notes, uncurrent & current, broken bank-notes, and of specie, and of cash items, such as bonds, stocks, &c., counted as cash for what they cost in money.

302. Q. Will your books show the cash cost of all such assets?

A. I don't believe they will.

303. Q. Will they in the main?

A. I don't believe they will.

304. Q. From what source did the book-keeper derive the
218 amount to be entered in the cash account for assetts other than money?

A. The book-keeper would probably know nothing of the affair except to take the aggregate sum as received by the clerks of the various departments at the close of each day.

305. Q. If one of such clerks had abstracted any of such assets, could their loss have been detected from your books?

A. The books themselves would not show their abstraction or their loss, and such loss could not be detected from the books.

306. Q. It has been then in your power to retain from your assignee assets, the loss of which could not be ascertained from your books?

A. I do not know whether it has been in my power to do any such thing. I never investigated my powers in the way of abstracting money or securities from their proper disposition. I don't think the books would show it if any such retention were made.

Adjourned to April 3d, 1868, at 10½ a. m., & hearing in order to show

cause adjourned to same time & place, and examination under order of Mr. E. N. Taft to same time and place.

ISAAC DAYTON,
Register.

All proceedings including the examination under order obtained by Mr. Seixas, under order for examination obtained by Mr. Taft,
219 and the hearing upon the order to show cause are hereby adjourned to Wednesday, the 8th day of April next, at 10½ a. m. by consent.

ISAAC DAYTON,
Register.

APRIL 8TH, 1868, *at* 10½ *a. m.*

Examination continued:

307. Q. Please state what losses you sustained in connection with the Breckenridge Coal Company?

A. I can only make a vague estimate in round numbers, and I should say that my losses by the failure of that company and the sacrificing of my assetts in that company was in the vicinity of $500,000.

308. Q. At the time of your failure this company was indebted to you for money lent?

A. It was, in a little over a hundred thousand dollars, for which my assignee afterwards obtained a judgment against the company. I can't remember exactly during what period of time this money was lent; it was by my paying drafts of the company and debts of the company, I should think during the six months anterior to my failure. I should think that company was organized in 1852 or 1853. My dealings with the company commenced within a year or so after its organization. At the time of my failure I believe I was director & treasurer of the
220 company and had held those offices for three or four years. At the time of my failure I can't remember the amount of stock which I held.

309. Q. State, as near as you can, what amount of its stock you then held?

A. My impression is that the amount of stock was between $200,000 & $400,000. I can't say whether it was near $200,000 or nearer $400,000.

310. Q. What amount of the bonds of that company did you hold at the time of your failure?

A. My belief is that I held, directly & indirectly, some $250,000 of the bonds; of this, however, I am not positive. At the time of my failure the standing of the company was good. Prior to my failure the value of its stocks and bonds had depreciated in value very slightly, if any. I regarded the company as perfectly responsible. I should say that my losses in this company occurred subsequent to my failure. I don't think that the assignee collected anything on the judgment. The stock and bonds, like the debt, in time became almost worthless. The depreciation of the stock and bonds held by me was the cause of balance of the loss which I suffered through that company. My failure threw the company into discredit, and as the company's works for manufacturing coal-oil were very large and costly, the developement of petroleum in Pennsylvania threw a discouragement over the prosecution of those works. The financial embarrassments of the company and this
221 discouraging aspect of its coal-oil movement rendered it difficult if not impossible to extricate it from its financial difficulties; its

floating debt on the works, and its indebtedness to me, and accruing interest on the bonds, threw the company into irreparable bankruptcy, from which it was in a fair way to be extricated, when the rebellion broke out, and that put an end to the company. I can't say whether a receiver was appointed. I think the property in Kentucky fell into the hands of local judgment creditors and was sold by the sheriff, or the trustees of the bonds foreclosed and sold it.

311. Q. At the time of your failure how much money had you in the Breckenbridge Coal Company, including the amount of your loans to the company, and money paid for the company remaining due to you, and the amount you had invested in stocks and bonds of the company?

A. I should say in the vicinity of $500,000.

312. Q. How long had this amount been as large as that?

A. I should think that the amount had increased during the six months preceeding my failure, from time to time, over $100,000, and during the six months prior to that I think there was an increase from time to time.

313. Q. Since your failure have you had no operations in stock or otherwise, on your own personal account?

222 A. Since my assignment I have systematically and always avoided doing anything on my own account, and, in fact, I have never done anything on my own account since that time. I have never bought nor sold stock nor bonds on my own account since that time, nor any other property save my wearing apparel.

314. Q. You stated on a former examination that subsequent to your assignment you were occupied in Washington in connection with the national currency law; will you state what you did in that behalf?

(Objected to.)

A. I did not do anything. I advocated the passage, in word, of the national currency act, and explained its bearings with Government officers and other parties interested or feeling an interest in the same measure.

315. Q. What Government officers?

A. I decline to answer.

316. Q. Did you advocate it with the Secretary of the Treasury, Mr. Chase?

(Objected to.)

A. I did.

317. Q. What were your relations with Mr. Chase?

(Objected to.)

A. Relations of friendship and confidence, and none of consanguinity. These relations had existed from the time of his taking the portfolio of the Treasury Department up to the present time. I had known

223 him before my failure only by reputation and by sight. I am not certain that I did know him by sight. In relation to the certificate of deposit the payment of which I preferred in my assignment, I wish to state that they were held by parties all over the United States, a great number of them in small amounts, running from $20 to $500. All the holders of these certificates with the exception of a very few, not to exceed 5 or 6, and those for small amounts, were entire strangers to me. They were issued on application at the office, for the purpose of making remittances to parties at distance, and their ownership was by parties not making the deposit and taking the certificates. I preferred them simply because it was not a voluntary credit with me by the parties holding them. None of these was paid to any member

of my family except in this channel. I remember of some certificates being sent to my sons for collection, and I think there was a few of the certificates sent to me for collection. In these cases the money was received from the assignee and forwarded to the owners of the certificates. None of the money paid by the assignee in these preferences was ever received by me nor any member of my family for my benefit.

318. Q. You have said in your examination that your sons made you a donation by purchasing debts of yours; now was not this in fact a compensation to you for services rendered by you to them?

(Objected to.)

224 A. I did not mean to be understood that the debts purchased by them against me was a donation of money by them to me; it was, more properly speaking, a donation of money by them to my creditors. However, considering it in either light, I never looked upon it as an advance of money for my services.

319. Q. How then did you consider it?

A. I considered it a commendable effort on their part to do something for my creditors, and, peradventure, eventually they might get me out of debt by buying up claims against me.

320. Q. Was that so talked between you and them?

A. I don't remember that there was much conversation in that channel. They have on various occasions expressed a desire to get me relieved from debt, as a general thing. I do not say that there was any understanding between us. I remember of having occasionally suggested to them that I wished them to buy a debt, because my creditor had represented to me that he was in very needy circumstances. In cases of this kind the purchase was more of charity than any other motive. I mean charity to the creditor.

321. Q. Was there any percentage named at which your sons expressed themselves as willing to buy all your debts; and, if so, what was the percentage?

(Objected to.)

A. I don't think of any conversation bearing upon the question.

225 322. Q. When did your sons first begin buy up claims against you, and how long did they continue to do so?

A. I think they began to buy some claims in 1858, and, I think, they have bought some every year since up to the filing of this petition in bankruptcy. This is merely opinion, for I have not looked at their record.

323. Q. Have they bought any since filing your petition in bankruptcy?

A. I believe they have not.

Q. What is the lowest percentage they have paid?

A. I can't say.

Adjourned to April 15th, 1868, at 10½ a. m., & bearing an order to show cause, adjourned to same time and place; and examination under order of Mr. E. N. Taft, adjourned to same time and place by consent.

ISAAC DAYTON,
Register.

WEDNESDAY, 15*th April*, 1868.

Adjourned by consent to April 23d, 1868, at 10 o'clock a. m.

The examination of the bankrupt under all orders, and all proceedings on the order to show cause, are hereby adjourned to Thursday, April 23d, 1868, at 10 o'clock a. m.

ISAAC DAYTON,
Register.

226 THURSDAY, 23*d April*, 1868.

Adjourned by consent to Friday, May 1st, 1868, at 10½ o'clock a. m.

The examination of the bankrupt, and all orders and all proceedings on the order to show cause herein, are hereby adjourned to May 1st, 1868, at 10½ o'clock a. m.

ISAAC DAYTON,
Register.

MAY 1*st*, 1868.

Examination of bankrupt continued as follows:

Mrs. Thompson owns in U. S. bonds, $15,000; in New York State stock, $6,000; in furniture, I cannot state the value. She owns certain furniture in the house we live in in Madison avenue, and some furniture in the house at Lloyd or Highland. I think Mrs. Thompson has owned the furniture now in the New York house about a year; a portion of it was purchased from my assignee by my son, Samuel C. Thompson, say probably half of it; my son purchased it, I should say, within the first six months after my assignment; I don't know how much my son paid the assignee for it. I have the strongest belief that my assignee knows all about it, and I'd rather he'd answer about it.

325. Q. Of your own knowledge, was anything paid by your son therefor?

227 A. Not to my knowledge. What my son bought in the way of furniture from my assignee had belonged to me at the time of & before I made my assignment to Platt Adams.

236. Q. Did that furniture ever leave the house where you lived?

A. I don't think it did. I don't think the assignee ever took actual possession of it, or removed it from the house where I lived, between the time my son bought it from the assignee until about a year or two ago, when he gave it to Mrs. Thompson. He owned *owned* it, to the best of knowledge, during all the time it remained in the house occupied by my wife & myself & Samuel C. Thompson. Since my failure my wife has bought some little things, but I do not know if what she has bought represents the other portion of the furniture.

327. Q. Beside what your son gave to Mrs. Thompson, when did Mrs. Thompson get the rest of the furniture?

A. So far as I know, if there was any "rest," she has undoubtedly bought it.

328. Q. The furniture in the house at Highland came from what source?

A. My wife has owned that *were* since the house was opened. My impression is, this was in the spring of 1857.

329. Q. And was paid for with whose money?

228 A. I think with her own money. I don't think the money passed through my hands. I do not know if my son gave the furniture to Mrs. Thompson, or sold it.

330. Q. Can you now state the value of the furniture owned by Mrs. Thompson?

A. I have no knowledge of the value of furniture. Mrs. Thompson has, I think, $2,600 in stock of the 1st Nat. Bank, & in the Nat. Currency, $1,500.

331. Q. Will you now state how Mrs. Thompson became the owner of the personal property, or any of it, and from what source she derived the means to purchase or obtain it, except the furniture?

A. My wife has always had more or less money, the amount I cannot name at any given time. She sold her house on 5th avenue for something between 20 & 25,000 dollars. I can't tell exactly. That house was mortgaged for $10,000; the balance she received in money. She exchanged her farm in the country for a house in Brooklyn, and received a balance of money on the exchange. I think the balance was $3,000. She received $8,000 at the hands of a jury in a law-suit. All this, I believe, she has kept accumulating, and by buying things when cheap, & selling them when dear, I think she has made some money. When I say "things," I mean stocks and bonds. I do not know who has
229 transacted this business for her, or that she has done anything of the kind. I only said I thought she had made some money.

332. Q. Will you state where Mrs. F. G. Adams obtained the $5,000 of Nat. Currency stock, and with what means it was bought.

A. I don't know. I do not know if she had any means at the time she bought it, but by hearsay I do know.

333. Q. Please state, if you know, what property Mr. F. G. Adams owned, or what means he had at the time of your assignment.

A. I did not know anything about Mr. Adams' property or business except from hearsay. From hearsay he was a man of property and a man of means, the details of which I knew nothing about, and I couldn't specify any money he owned at that time, or about that time. Mr. Adams continued to reside in Chicago for 7 or 8 years, I think, after my assignment. His business was that of a banker, & now he is a rural gentleman.

334. Q. Beside Mr. Megarey & the Morses will you give the names of the other clerks in your employ between the 24th & 31st of August, 1857?

A. Mr. Duncan, Mr. W. W. Woodbridge, a Mr. Skelling, a Mr. A. Diefendorf. I cannot recal' any more, tho' there were others, nor can I give the first-names of these I have named except as I have given them.
230 I now recall the name of J. J. Angevine. I can recal' no others.

335. Q. Was there not a clerk in your employ, at that time, named W. H. Perry?

A. There might have been, but I cannot now remember that name. I do not know where Mr. Megarey now is. I think it probable there was a clerk in my employ, at that time, named Perry, but I can't be positive. I can't tell if he was uncurrent-money clerk at that time or not. I know nothing about it.

Adjourned to Friday, May 8th, 1868, at 10½ a. m.

The examination of the bankrupt on all orders, and all proceedings on the order to show cause herein, are hereby adjourned to Friday, May 8, 1868, at 10½ o'clock a. m.

ISAAC DAYTON,
Register.

In the matter of the examination of John Thompson, May 8, 1868.—Examination continued.

336. Q. At the time of your assignment did you own all the furniture in your residence in the city of New York?

A. I can't say positively that I did, although it was considered safest to put it all into the assignment. My wife had bought a portion of the furniture from time to time with her own money.
231 337. Q. Did all the furniture in your residence pass to your assignee?

A. I believe it did; that was the intent and practice to my knowledge.

338. Q. None of it was removed from the house by the assignee?

Not a particle of it to my knowledge. It was all sold by the assignee. My son, Samuel C. Thompson, bought the whole of it. I think he had a bill of sale of it. I never saw the bill of sale that I remember. It was a private sale. After an appraisal by one of the furniture auctioneers of the city—I don't remember his name—he took it at the appraised price, and paid the assignee for it. I don't know how it was paid. I don't presume it was paid with anything else but money. I did not see the payment made. There is one little exception to that. My watch I handed to my assignee, and he got it valued at a watch shop, and my other son, Frederick, took that at the appraised value, and paid for it in my presence to the assignee. I can't remember the value positively, but I think it was 45 or 50 dollars. It was a very old watch; I had carried it myself 25 or 30 years.

339. Q. How much was the furniture appraised at?

A. I cannot say; I don't remember; I can't name the amount; I don't think it was over a thousand dollars. This occurred from two to
232 six months after my assignment; still I have no recollection of the date. This furniture is still at my residence.

340. Q. Was the furniture in the house in Highland purchased at the time of opening the house in the spring of 1857?

A. If my memory serves me right it was in the spring of 1857.

341. Q. Was any portion of that furniture purchased with your money?

A. I don't think there was a particle of it purchased by me, or with my money.

342. Q. Whose money built the house?

A. My money, in part, and my wife's money, or the money of her father, in part. I don't think I furnished any of the money towards furnishing the house.

343. Q. Did any portion of that furniture go to your assignee?

A. I believe it did not. The furniture is still at that house in Highland. That is still our summer residence, where my wife goes to look after her mother. My impression is that my sons did purchase some of my business assets at auction-sale. I don't remember of their having made any other purchase from the assignee.

344. Q. How much would all their purchases from the assignee amount to?

A. I have no recollection; but my impression is the total amount of all their purchases would be covered by less than ten thousand dollars in money paid for it.

233 345. Q. Within what period of time, after your assignment, were these purchases made by your sons?

A. I should say that within eighteen months after the assignment they were made, but I have no data to make this estimate. It is not my impression that they were made within six months; they may have been made within twelve months.

346. Q. Was it the habit of your sons to contribute or supply money to pay your family expenses, after your assignment, over and above the amount of salary they paid you?

A. I know of no such habit.

347. Q. Were not these expenses much larger than the income of yourself and wife?

A. For a few years I think my wife's outlay was greater than her income, and this is only an impression.

348. Q. If her outlay was greater than her income, how was the deficiency supplied—from what source?

A. I have no knowledge.

349. Q. Have you not reason to think that your son, Samuel C. Thompson, supplied your family with money for a portion of the family expenses?

A. I have no knowledge of any such fact, nor have I any reason to think so, greater than an amount necessary for his own support in the house.

234 350. Q. Did he pay a stated sum for board and room?

A. I do not know. I don't know what the arrangement was between him and his mother. I do remember hearing my wife say that Sam must help support the house, as she was growing poor. I can't say when that was.

351. Q. Did you ever hear of his paying any stated sum for board and room?

A. I do not remember of ever hearing anything of the kind.

352. Q. Are any of the stocks which you have spoken of as belonging to your sons, in the National Currency Bank and the First National Bank, in your possession or under your control?

A. None are in my possession or under my control.

353. Q. Have you ever seen any of the certificates representing these stocks?

A. I never saw a certificate of any stock in either bank, that I have spoken of as belonging to my sons.

354. Q. Do you know where those stocks, or certificates of stock, now are?

A. I do not.

355. Q. Do you know how they have been held since they were issued?

A. I do not.

356. Q. Are they not all in the office of the National Currency Bank?

235 A. I do not know of any of them being there.

357. Q. What is your impression?

A. My impression is that the certificates belonging to my son F. F. Thompson are in his private trunk, in the National Currency Bank vault, and that the certificates belonging to my son S. C. Thompson are in his private trunk, in the vault of the First National Bank.

358. Q. May not the last-mentioned certificates be in the vaults of the National Currency Bank?

A. There is a bare possibility of that, but I do not believe they are. I do not know that my son Samuel C. has a private trunk in the vault of the National Currency Bank. I do not believe he has.

359. Q. Do you know whether or not there is any assignment of these certificates, or any of them, to you, on the back of them, or elsewhere?

A. I do not. I have no reason to suppose that there is.

360. Q. Do you not know that your sons Samuel C. and F. F Thompson regard you as having an interest in these stocks?

A. I do not know. I have no such idea.

361. Q. Is it not your expectation that your sons will transfer to you, or give you the benefit of the whole or a portion of these stocks, after you get in a condition to hold them without being liable to the claims of creditors?

A. I have no such expectation.

236 362. Q. During the time that your sons were conducting business at No. 2 Wall street, before the formation of the First National Bank, did they not always stand ready to give up the business to you at any time that you should be relieved from your liabilities, so as to be able to enter business?

A. I have no knowledge, really, of what they did stand ready to do.

363. Q. Did you not so understand it?

A. At one time, when I made an effort to resume by getting an extension on my debts, they expressed a wish that I would succeed and resume business, (no place named where,) that I might make money and pay my debts. I think this was some time in the winter or spring following my failure. I have no doubt that on my solicitation they would have let me take my old office and they gone somewhere else.

364. Q. Had you any doubt, at that time, but that you could have taken the old office and had them remain with you?

A. I have doubts, and I have the impression that they would not have remained with me.

365. Q. At the time your sons went into business at No. 2 Wall street, was the matter discussed or spoken of between you and them, or either of them, of your returning and going on with the business again?

A. I don't remember that it was.

237 366. Q. Is it your impression that nothing was said upon that subject?

A. I don't remember of any specific conversation on that subject, and at the same time it would have been very natural for us to have conversed and talked over the chances of my compromising, and my future prospects generally.

367. Q. You say it would have been very natural that you should have so talked over matters; did you?

A. I do not remember of any conversation in that channel.

368. Q. Do you remember that the matter was in fact talked over?

A. I do not.

369. Q. Was it not distinctly understood between you and your sons at that time, and did not the Morses so understand it, that on your effecting a compromise with your creditors, you were to have the business again—and would you have allowed them to take the business at that stand without such an understanding?

A. There was no understanding about it. I had no power to take the business, even if I had accomplished a settlement.

370. Q. You expected to do so, did you not?

A. I had no expectation in the premises.

371. Q. Has the question of your eventually having a portion of what has been made by your sons ever been spoken of between you and them?

A. It has not.

238 372. Q. Had you an account with Creery & Farrell at the time of your failure?

A. I had.

373. Q. Was there a balance due you on that account, of forty to fifty thousand dollars?

A. According to the entries in my books there was a balance of between forty and fifty thousand dollars due me, but by their books there was no balance of any consequence. The discrepancy arose in this way: When coal was shipped from Cloverport, Kentucky, the coal, with the expenses of shipment, was charged to me. On our books it was recharged to Creery & Farwell, of New Orleans. Creery and Farwell re-

ceived the coal as commercial assignees, and disposed of it under orders, remitting to me the money for that portion sold in New Orleans. They disposed of the coal in various ways. That portion which they shipped to me was not adjusted in the account, and a quantity of the coal was lost on the river, and a quantity of it was lost after reaching New Orleans, by the flat-boats being sunk, and that portion was not adjusted in the account. This is the explanation of the discrepancy of the account, as I understand it. Creery and Farwell were commission merchants in New Orleans. The principal body of the account related to coal. There might have been some coal-oil transactions connected with it, but I don't remember that there was. The coal was shipped to Creery & Farwell by the agent and contractor of the Breckenridge Coal
239 Company, under a contract with me, as the purchaser of the coal at Cloverport. The company charged to me, and I charged the coal to Creery and Farwell. They received the coal to dispose of for me, under orders, on commission. They were not purchasers of any of the coal from me, that I am aware of. In my account I charged the coal to them at the same prices at which it was charged to me by the Breckenridge Coal Company, and the expenses of shipment; and I credited Creery & Farwell with the cash received from them. This is my understanding of it. The book-keeping did not come under my observation sufficiently to be clear on the subject.

374. Q. Then in fact Creery and Farwell were not charg'able with what you paid the Breckenridge Coal Company, but only for the proceeds of their sales, less their commission?

A. That would be the fact from their stand-point, but I had no better way of keeping a record of coal shipped to them, than to charge it to them as I was notified of its shipment. It was perfectly agreed that Creery & Farwell was to pay in money for only the proceeds of sale, less commissions.

375. Q. Subsequent to your assignment have you ever received any portion of this balance?

A. I have not.

376. Q. Did this account pass to your assignee with your other accounts?

A. I have no doubt it did.

377. Q. Do you know whether your assignee has settled this balance with Creery & Farwell?

240 A. I do not know what his action has been.

378. Q. Have you done anything yourself in regard to it, since *since* your assignment?

A. I have not; nothing further than giving explanations to my assignee or his agent.

Adjourned to Thursday, May 14, 1868, at 10½ a. m.

The examination of the bankrupt, and the hearing on the application of the bankrupt to be discharged from his debts, adjourned to Thursday, 14th May, 1868, at 10½ a. m.

ISAAC DAYTON, *Register.*

THURSDAY, 14*th May*, 1868.

Examination of the bankrupt on all orders, & the proceedings to show cause are hereby adjourned to May 20, 1868, at 10½ a. m.

ISAAC DAYTON, *Register.*

Dated May 14, 1868.

WEDNESDAY, *May 20th*, 1868, *at* 10½ *a. m.*

Parties appear as before. Continuation of examination of John Thompson, the bankrupt, by Mr. Taft, counsel for the creditors:

379. Q. Do you know, or have you any information, that Creery & Farwell have paid anything, since your assignment, on their account with you?

241 A. I do not know of any payment. I have been informed, by my assignee, that there was nothing due from them, and that they have received nothing. My assignee sent an agent to New Orleans, in the winter or spring after my assignment, to look after the accounts and the coal that had been lost, or reported to have been lost. That agent was Judge Adams, son of my assignee, Grovenor S. Adams.

380. Q. When was it that your assignee informed you that there was nothing due on this account, and that he had received nothing?

A. It was soon after the return of his agent. It was in 1858, I should say. I am not able to state anything more definite in relation to that time.

381. Q. How did you ascertain that an agent was sent out by your assignee?

A. I believe my assignee consulted me about it, and I believe I saw the agent before he started, to give him what information I could.

382. Q. Did you see the agent, after his return, on this subject?

A. I think I did.

383. Q. What, if anything, did the agent tell you in regard to the state of the account, and what he had done in relation to it?

A. I do not remember what was said, but the purport of his report was that Creery and Farwell had settled and paid for all the coal that they had received the money for, and that the balance of the

242 coal charged to them on my books was, in his opinion, accounted for by shipments and losses. By shipments I mean coal forwarded from New Orleans to this city, and by losses I mean coal that was in flat-boats, sunk. The shipments were made from New Orleans to me.

384. Q. Did the agent show you a copy of Crary and Farwell's account?

A. I don't remember of his doing so.

385. Q. What was the amount that you supposed to be due you from Crary and Farwell at the time the agent went out?

A. I had no idea of the amount.

386. Q. Had you an idea that there was a balance due you at the time the agent went out?

A. I think I had been advised by Crary & Farwell, or rather that my assignee had been advised by Crary & Farwell that the account had been about settled previous to my assignment.

387. Q. Did you ever, after receiving this advice from Crary & Farwell, examine the mutual accounts between yourself and them, so as to satisfy yourself as to their true state?

A. I don't remember of having gone into a minute examination of the account. None of the papers or books were in my hands to make such examination.

388. Q. Did you ever see the account as kept by Crary & Farwell?

243 A. I don't think that I ever saw the closing account.

389. Q. What account, if any, did you see kept by them?

A. Previous to my assignment I think that I saw their accounts rendered from time to time, but I have no definite recollection on that point.

390. Q. So far as you know, were Crary & Farwell entitled to any other cash credits than such as appeared upon your books?

A. I don't know of their being entitled to any other cash credits. I believe all the cash received from them was credited upon my books.

392. Q. What, then, makes you think that these shipments were not credited to Crary & Farwell on your books?

A. That was the impression of my assignee's agent, on his return, in accounting for the discrepancy in the accounts.

393. Q. Have you any other reason for thinking that any of the shipments were not duly credited to Crery & Farwell on your books?

A. My assignee has repeatedly told me that he was perfectly satisfied that Crery & Farwell's books were correct, and that the discrepancy in my books as compared with their books arose from Crery & Farwell not having credit on my books for coal lost and coal shipped. That is an additional reason for my forming that opinion. I have no
244 other reason than the theory that such must be the fact, and that that is the true explanation of the discrepancy.

394. Q. Do you know whether any of the shipments of Crery & Farwell to you were credited to them in your books?

A. I have no positive and personal knowledge of the entries of that account on my books. I think I never made one of them myself.

395. Q. Do you understand that the shipments received from Crery & Farwell were usually credited to them, or that they were wholly omitted upon your books?

A. I have no understanding in relation to it. My idea is that a portion was credited and a portion were omitted being credited.

396. Q. Is it your idea that the omissions were by mistake, or how otherwis'?

A. My idea is that then the coal arrived here it should have been credited, but it arrived by various ships, and was very irregularly delivered, and there was no tangible way of making the credits with any great degree of certainty. The omission of credits was a mistake, chargeable, however, to no one.

397. Q. In what respect was the delivery of these shipments to you irregular?

A. They were irregular in the time of arriving here, and after they had arrived it was difficult to know when the coal would be discharged. I hardly know in what respect all the irregularities did arise.

245 398. Q. Was it not customary for Crery & Farwell to advise you by letter of each shipment when made by them?

A. I think that was their general custom, or rather, I think that they intended to do so.

399. Q. Did they not in fact usually do so?

A. I don't remember that.

400. Q. What makes you think that intended to do so, rather than that they actually did so?

A. I think that they were very straight business men, and that they did their business correct, (errors excepted.)

401. Q. Have you, then, any doubt that they in fact did advise you in advance of each shipment, and that such advice was received at your office; and if so, on what is that doubt founded?

A. I have doubts about their always advising, and I have doubts about receiving all the letters addressed to me by them. These doubts are founded on no particular circumstances. The method of making these shipments would make it difficult for them always to give advice, and even when they did advise, they had no method of giving anything more than an approximation of the amount shipped.

402. Q. What was the method of shipment which made it difficult for them to give advice?

A. I understand that the method was to haul a flat-boat loaded with coal to the side of the ship and lift the coal from the flat-boat on
246 to the ship, and throw the coal into the hold of the ship, where it served as ballast. The flat-boat was said or supposed to contain a certain number of tons. Under these circumstances it would be difficult for the agent in New Orleans to make only an approximation of the amount of coal shipped, and his letters of advice could have been only an indefinite affair. It is my impression that the coal was not weighed in New Orleans, and the flat-boats, when arriving at New Orleans, might not contain all the coal that they were supposed to contain when leaving Cloverport, Kentucky. This kind of coal was never measured. It was always sold by weight and shipped by weight.

403. Q. Would the indefiniteness of the advices sent and received extend to anything but the quantity?

A. I think it would not.

404. Q. Who paid the freight on the coal shipped from New Orleans to New York?

A. I think I paid the freight at this end.

405. Q. Was the freight computed according to weight?

A. It was.

406. Q. How was the weight ascertained?

A. I believe that the coal was weighed as it was taken out of the hole of the ship.

407. Q. When the coal was weighed out, to whom was it delivered?

247 A. Commercially speaking, it was delivered to me, under my orders to carmen to take it to yards, or to deliver it to other parties.

408. Q. Who paid the carmen?

A. I don't remember, though I presume I did as a general thing.

409. Q. Where were the bills for the freight presented and paid?

A. I have no doubt that they were presented at my office and paid there.

410. Q. When those bills were presented and paid, what difficulty was there in the proper credit being made on your books to Crery & Farwell?

A. There would have been no difficulty in crediting Crery & Farwell with the amount of coal actually delivered. That method had been adopted in keeping the books, but that would not necessarily give to Crery & Farwell the amount of credit necessary to make my books compare with their books.

411. Q. If these shipments of coal were not weighed in New Orleans, how could Crery & Farwell make you a proper charge for them?

A. I don't understand that Crery & Farwell did charge the coal transhipped in New Orleans to me, nor do I understand that they credited to me the coal received in New Orleans from Cloverport.

412. Q. How were they able to fix the amount of coal shipped to you, if the coal was not weighed in New Orleans?

A. As I understand, they did not pretend to fix the amount
248 any further than to ship the contents of flat-boats, and those flat-boats were represented to them *to them* to contain a certain number of tons—represented by the contractor of the Breckenridge Company in his advice of shipment of coal to them.

413. Q. Was this contractor the same party who advised you of shipments of coal to Crery & Farwell?

A. It was.

414. Q. And it was from these advices that you charged the coal to Crery & Farwell, on your books, as mentioned in your previous examination?

A. That is my understanding of it.

415. Q. The advice of this conductor represented each boat-load to consist of a certain number of tons?

A. They did.

416. Q. And Crery & Farwell claimed for each boat-load shipped to you the same number of tons represented to them by this conductor?

A. That is my understanding of it.

417. Q. Why, then, was there any difficulty in Crery & Farwell sending to you proper advices of the coal shipped by them to you to be allowed by you in your account with them?

A. The difficulty would have arisen mainly in the fact that a good many boat-loads of coal were lost before reaching New Orleans, and after reaching New Orleans, while tied to the docks and tied to
249 each other, there were more of the flat-boats sunk. That coal they of course could not ship.

418. Q. How about the boat-loads which they did actually ship?

A. I don't see how there could have been any difficulty in relation to those, in point of fact.

419. Q. Then the actual weighing of the coal in New Orleans had nothing whatever to do with enabling them to send to you proper advices of the boat-loads of coal actually shipped by them to you?

A. I do not think it had.

420. Q. Have you ever compared the amount claimed by Crery & Farwell, for coal so shipped to you with the amount credited by you to them on your book?

A. I have not. I left that examination to my assignee and his special agent.

421. Q. Do you know how the two accounts compared in respect to quantity?

A. I do not.

422. Q. Have you ever known?

A. I don't know that I have ever arrived at any satisfactory conclusion.

423. Q. Have you ever known how much Crery and Farwell claimed for coal lost?

A. I don't remember of ever having known the amount of coal missing between Cloverport and New Orleans, nor do I know how much was lost after it arrived at New Orleans.

424. Q. Have you ever known how much coal shipped from
250 Cloverport to Crery & Farwell not to have been received by them?

A. I have no knowledge in relation to the fact that I can now call to mind. There was correspondence and letters, but what the amount was I don't remember.

425. Q. Was that correspondence in relation to coal received by Crery & Farwell, and that was either sunk or lost after it had arrived at New Orleans?

A. I have an indefinite recollection of correspondence on the subject, but can't tell what, or with whom—whether with me or with the company at Cloverport.

426. Q. Have you any doubt that you were advised of all the losses of coal, whether on to New Orleans, or after it had arrived at New Orleans, as they occurred?

A. I have doubts as to ever receiving full and accurate advices.

427. Q. Have you any idea of the number of boat-loads that were so lost?

A. I have not.

428. Q. Do you think that there was any boat-load lost that was not reported to you at the time the loss occurred?

A. I think there may have been cases of that kind.

429. Q. Is it probable that they were reported?

A. It is probable that the best reports were made to me that could be made by those whose duty it was to report such a state of things, though it is not improbable that proper reports were neglected.

251 430. Q. Were there any entire boat-loads lost except by sinking of the boats?

A. My impression is that the coal was lost by the sinking of the boats. I have no knowledge of any loss by any other method.

431. Q. When a boat-load was lost by the sinking of a boat, was there anything else to report as to the amount of loss exeept the loss of all the coal shipped on such a boat?

A. Nothing essential or particular.

432. Q. Did your dealings with Crery & Farwell extend down to the time of your failure?

A. The accounts were not closed, according to my recollection, until after my failure, even on their books.

433. Q. Were there any shipments of coal to them from Kentucky, or from them to you, later than February, 1857?

A. I don't know the date of the last shipments, although I don't think there were any during the summer of 1857.

434. Q. When you were advised of losses of coal which had been charged to Crery & Farwell on your books, did you or not give them a corresponding credit for the coal so lost on your books?

A. My impression is that there were no credits entered in those cases; that my books were not kept properly in relation to that coal, and I do not exactly know how they were kept. I never made any entries in person.

435. Q. Who did make the entries in this account?

252 A. There were in my office three book-keepers, and I don't know which one made the entries. The names of the three book-keepers, W. W. Woodbridge, I think Cortelyou was another, and Snelling.

436. Q. What governed them in making these entries?

A. I believe they got their orders from Charles Magary.

437. Q. Did he direct them to make each particular entry, or did they make them on the strength of the various letters of advice?

A. I don't know.

Adjourned to Wednesday, May 27, 1868, at 10½ o'clock a. m.

The examination of the bankrupt on all orders, and the proceedings on the order to show cause, are hereby adjourned to Wednesday, May 27th, 1868, at 10½ o'clock a. m.

ISAAC DAYTON, *Register.*

WEDNESDAY, *May 27th, 1868, at 10½ a. m.*

Parties appeared as before. Adjourned at the request of the examining creditors, to Wednesday, June 3, 1868, at 10 o'clock a. m.

The examination of the bankrupt on all orders and the proceeding

on the order to show cause are hereby adjourned to Wednesday, June 3d, 1868, at 10 o'clock a. m.

ISAAC DAYTON,
Register in Bankruptcy.

253 WEDNESDAY, *June 3d, 1868, at 10 a. m.*

Parties appear as before. Continuation of examination of John Thompson, the bankrupt, by Mr. Taft and Mr. Seixas, counsel for examining creditors.

438. Q. As you understand, no part of the balance appearing on your books as being due from Crery & Farwell at the time of your assignment has ever been paid to your assignee?

A. That is as I understand it.

439. Q. And it has been accepted as the true state of the case, that there was in fact no balance due you from Crery & Farwell at the time of your assignment?

A. I believe it has.

440. Q. At the time of your failure were you indebted to Francis Granger Adams?

A. I was.

441. Q. How much were you indebted to him at that time?

A. I can't now name the amount, but I should say in round figures that it was some fifty thousand dollars. He had an account with me for a good many years. He resided at Chicago at the time this account was running. He was a banker there. He was married at that time to my daughter. That account was opened after the marriage.

442. Q. Had Mr. Adams previously resided in New York?

(Objected to as irrelevant.)

254 A. He had; and in other places, so I am informed and believe.

443. Q. Were you acquainted with him before he went to Chicago?

(Objected to as before.)

A. I was.

444. Q. Was he in business in New York before he went there?

(Same objection.)

A. I should say that he pursued some business.

445. Q. What business?

(Same objection.)

A. I am not able to define his business particularly.

446. Q. When did he go to Chicago?

A. I should say that it was seventeen years ago; not able however to fix the date.

447. Q. When was he married to your daughter?

A. A year or so before he went to Chicago.

448. Q. During the year before he went to Chicago where was his place of business?

(Objected to as irrelevant.)

A. I think it was principally at the office of his father, in Jauncey Court, New York.

449. Q. What was the business there at that place?

(Same objection.)

A. If I were working up Mr. Adams' father's biography, I should say engaged in the real estate business.

255 450. Q. Had Francis Granger Adams any relations in business with you before he went to Chicago?

A. Before giving any definite answer to that question, I wish the counsel to define the words "relations" in "business."

451. Q. (Question renewed in this form:) Before Francis Granger Adams to Chicago, had he any business relations with you? If so, state the nature of them.

A. I repeat the request to the counsel, to first state what he means by "business relations."

452. Q. Do you not know the meaning of the term "business relations?"

A. In answer to that question, I should say that it has so many meanings that it would be difficult to embody a concise answer to the question of the counsel without knowing what branch or connection in business he refers to. If he means a partnership, then there was no such connection in business. If he means a clerkship, then I would say that Mr. Adams was in my office for a few months, not however as a clerk, drawing a salary, but for the purpose of knowledge in book-keeping and in the business generally. There are various incidental connections in business which I will go on and explain if the counsel desires, none of which, however, do I remember having engaged in with Mr. Adams.

256 453. Q. During the period that Mr. Adams was with you, did he have any pecuniary interest whatever in your business?

A. He did not.

454. Q. Did he receive any compensation from you for his services?

A. I don't remember that he did; it is my impression that he did not.

455. Q. Did he engage in banking or broker's business immediately on going to Chicago?

(Objected to as irrelevant.)

A. I think he opened business there within a few months after his arrival there, as banker & broker. I should say somewhat similar to my business in New York, and somewhat different from my business in New York.

456. Q. Did you furnish him with any money or capital on his commencing business in Chicago?

A. I did not, properly speaking, furnish him with any capital.

457. Q. State what you did do in that respect, which you use the words "properly speaking?"

A. I may have paid his drafts occasionally to an amount greater than his balance of money in my hands. That, I should not, "properly speaking," call a "furnishing of capital."

458. Q. Did you yourself have any pecuniary interest in his business in Chicago?

A. I did not.

257 459. Q. Were there no partnership relations between you and him during the time he was in business in Chicago?

A. There was not.

460. Q. Did he open his account with you on his commencing business in Chicago?

(Objected to as irrelevant.)

A. I believe he did, and that account, I believe, continued from that time until my failure.

461. Q. Don't you know whether that account continued from its inception down to the time of your failure?

(Objected to as irrelevant and redundant.)

A. I am not positively sure that he did have a continuous account with me from his opening of business in Chicago up to the date of my failure.

462. Q. In the general history of that account, was it usual for you to be in debt to Mr. Adams?

A. I should say that it was.

463. Q. Will you state how it was that you became indebted to Mr. Adams?

A. My indebtedness to him accrued by his forwarding for his credit New York funds, as a banker, in the usual way of banking business. These funds were passed to his credit.

464. Q. Will you state generally the nature of that account, debit & credit?

A. As funds were received from him they were credited. As
258 his drafts on me were paid they were charged in account. That is all the explanation I can give, without further stating that it was done in the usual way of crediting and charging.

465. Q. Were these funds forwarded to you daily, or how otherwise? (Objected to as irrelevant.)

A. His account with me was an active one, and I should say that the remittances from him would embrace eighty per cent. of the days in the year, throwing out the other twenty per cent. for Sundays, snow-storms, and accidents to the means of conveyance.

466. Q. How did the amounts in these remittances range? (Objected to as grossly irrelevant.)

A. According to best of my recollection, I should say that $\frac{9}{10}$ of them ranged between one thousand and ten thousand dollar amounts; sometimes under a thousand and occasionally over twenty thousand. I have no recollection of the maximum amounts received in any one day or the maximum amounts paid in any one day; nor have I any recollection of the minimum amounts received or paid in any one day.

467. Q. Was the balance which you say was due from Mr. Adams to you at the time of your failure unusually large?

A. I should say that it was larger than the average of his bal-
259 ances, though his balance was usually of quite a considerable amount.

468. Q. What was the usual balance?

A. There was no "usual balance" in his account. The account vascillated from no balance, and occasionally an overdraft; and if my recollection serves me right he has had in my hands at certain time or times over a hundred thousand dollars. This is as near as I can explain the term usual balance.

469. Q. Do you mean to say that the balance due from you to Adams in this account was sometimes as high as a hundred thousand dollars?

A. I mean to say that according to my best recollection it has been above that figure.

470. Q. At the time of your failure did Francis Granger Adams hold any of the certificates of deposit which were preferred in your assignment; and, if so, to what amount?

A. I am not aware that he held any.

471. Q. Did you not understand that he held some that were paid by the assignee?

A. I never had any such understanding. It is quite probable, however, that he did have some of them in his hands. His ownership of them would have arisen from the fact that he purchased them, or rather cashed them, at Chicago whenever they were offered to him.

260 472. Q. May he not have held such certificates of deposit which had been issued to him by you on account of remittances made to you by him?

A. I don't think such a thing was possible.

473. Q. There was nothing of that kind, so far as you know or have any reason to believe?

A. Nothing whatever.

474. Q. After your suspension did you pay Mr. Francis Granger Adams the balance which you say was due to him at that time, or any portion of it; and, if so, how, when, and where? State fully.

A. I paid a portion of my indebtedness to him—the amount I cannot name—by sending the money to the Park Bank, where he had an account running also, to be placed to his credit there; and a portion of my indebtedness to him I paid to him by turning out to him Breckenridge bonds, so that the account was very near balanced, to the best of my recollection. I think I deposited the money in the Park Bank on the day of or the day after my suspension. I did not make the deposit myself, and can't state whether it was in one lot or at separate times. It was all done before my assignment, and done under my direction. I cannot state who it was that took the money to the bank. I cannot state who made up the deposit. The deposit consisted of bank-bills,
261 according to the best of my belief; whether they were current or uncurrent I am not able to say. I cannot state the amount of that deposit. The Breckenridge bonds were delivered at my office in Wall st. by laying aside for the Adams account, and being charged to his account, and delivered to him as soon as they could be. My impression is the bonds were laid aside on the second day after my suspension, but it might have been 3 or 4 days. I don't remember who laid the bonds aside. It was done under my direction. I can't say whether the bonds were delivered to him here or sent to him by express.

475. Q. Were they delivered to any one here for him?

A. It is a vague impresssion of mine that they were, on his order, sent up to the Park Bank. If this was done, I can't say whether it was done before or after my assignment.

Adjourned to Wednesday, June 10th, 1868, at 10 a. m.

The examination of the bankrupt on all orders, and the proceedings on the order to show cause, are hereby adjourned to Wednesday, June 10th, 1868, at 10 o'clock a. m.

ISAAC DAYTON, *Register.*

WEDNESDAY, *June 10th*, 1868, *at* 10 *a. m.*

Bankrupt appears with his counsel. Mr. H. L. Smith, on be-
262 half of counsel for the examining creditors, asks for an adjournment.

Adjourned, by consent, to Thursday, June 18th, 1868, at 10 a. m.

The examination of the bankrupt on all orders, and the proceedings on the order to show cause, are hereby adjourned to Thursday, June 18, 1868, at 10 a. m.

ISAAC DAYTON, *Register.*

202 BROADWAY, NEW YORK, *Thursday*, 18*th June*, 1868.

Present: Register, Mr. Van Vleck, for bankrupt, Mr. Farigreave, on behalf of Mr. Seixas, for creditors. Mr. Thompson, the bankrupt, not present.

Adjourned by consent to Thursday, June 25th, 1868, at 10 o'clock a. m.

The examination of the bankrupt on all orders, and the proceedings on the order to show cause, are hereby adjourned to Thursday, June 25, 1868, at 10 o'clock a. m.

ISAAC DAYTON, *Register.*

THURSDAY, 25 *June*, 1868, *ten o'clock a. m.*

Present: The register. Mr. Seixas, Mr. Taft, for creditors, John Thompson, the bankrupt, Mr. More, Mr. Van Vleck, his counsel.

Examination of the bankrupt continued:

263 476. Q. Please state the numbers and value of the Breckenridge bonds reserved for or delivered to Mr. Adams on account of your indebtedness to him?

A. I am not able to state the number. The value of the bonds at that time was about eighty per cent.

477. Q. What was the nominal value of the bonds so turned out to Mr Adams?

A. They were eight-hundred-dollar bonds.

478. Q. Can you state when, and by whom, and where these bonds were delivered to Mr. Adams?

A. The answers to that question are all embodied in answers to previous questions, as fully as I can answer it.

497. Q. Have you no better recollection now in reference to this matter than when you were last examined?

A. I have not.

480. Q. Were entries made in your books showing the deposit or deposits in the Park Bank in F. G. Adams' name, or the turning out to or setting aside *aside* for him the Breckenridge bonds?

A. I have answered that question in a former examination.

481. Q. Were entries made in your books of the deposits made at the Park Bank to the credit of Francis Granger Adams?

264 A. I believe that every transaction in relation to money and in relation to bonds was entered through the books. This is a matter of belief only on my part, as the book entries were made by my employees.

482. Q. Can you now state which book-keeper or employee made the entries, if any, in the F. G. Adams account relating to these deposits?

A. I am not able to state.

483. Q. In reference to the suit brought against you by the Metropolitan Bank, was the same money which you had received from them, and for which you had given your check, restored to them, or was other money used in the settlement of that suit?

A. I am not able to say.

484. Q. What is your best impression?

A. It being now almost eleven years ago, I must frankly admit that I have no impression upon the subject; but I have a theory that the money that came into the office was sorted and distributed long before any money went out of the office to the Metropolitan Bank. Still, it is not improbable that the identical money which came from the Metropolitan Bank went back to that bank, in whole or in part.

485. Q. Have you now stated as you are able the manner in which the Metropolitan Bank suit was settled or the arrest discharged?

A. I believe I have.

486. Q. Do you remember making an affidavit in that suit to procure the discharge of the order of arrest?

265 A. Under advice of counsel I decline to answer that question on the ground that it is irrelevant.

487. Q. Was the motion to discharge the *the* arrest ever made?

A. I decline to answer, for irrelevancy.

488. Q. Did any person bearing the name of Comstock take any part, directly or indirectly, to your knowledge, in that litigation?

A. I don't remember of knowing or of hearing of any Comstock in that proceeding.

489. Q. Question renewed?

A. I have no further answer to give.

Adjourned to Wednesday, July 15, 1868, at 10 o'clock a. m.

The examination of the bankrupt on all orders, and the proceedings on the order to show cause, are hereby adjourned to Wednesday, July 15, 1868, at 10 o'clock a. m.

ISAAC DAYTON,
Register in Bankruptcy.

WEDNESDAY, *July* 15, 1868, 10 *o'clock a. m.*

Exam'ing creditors by Mr. Fairgreaves, on behalf of Mr. Seixas, and Mr. Taft. The bankrupt in person and by Mr. More.

Examination of the bankrupt proceeded with. Examined by Mr. More on the part of the bankrupt.

490. Q. On your direct examination, following question
266 was put to you: "Has Mrs. Thompson, to your knowledge, ever had in her possession, or owned any considerable sums of money at any one time, say to exceed $5,000?" to which you answered, "Not that I know of." Have you any explanation to offer?

A. The money which she received for real estate, and the money which she received from the Hudson River R. R. Co., I think were so quickly invested that I did not consider it as money on hand. I will make another explanation in connection with this; somewhere in my examination I gave an approximation of the assets that passed into my assignee's hands. I believe I omitted to name the Breckenridge coal which my assignee sold.

491. Q. If there is any cash charged to you in your books since the date of your assignment, do they represent any such cash received by you? if not, what do they represent?

A. I do not know that there is any such charges since my books went from my hands into the hands of the assignees. I have had nothing to do with them, and I do not know what such charges represent. If such charges are there, they do not represent any money drawn by me through the hands of my assignee.

The word "went" inserted on consent. I. D., *Register.*

492. Q. When you made your assignment did you pass over all your property to your assignee?

267 A. I passed over my entire assets to my assignee, with this exception, a small sum of money, not exceeding two thousand dollars, was reserved by one of my clerks or attorney, I forget now which, to apply in payment to lawyers acting in my behalf. This money, I believe, was applied according to the understanding.

493. Q. Have you ever received any portion of the assets back?

A. I never have.

494. Q. Has any member of your family, directly or indirectly, received any portion of your assets?

A. I am informed and believe that my sons did purchase some of my assets. In no other way did they ever receive any of my assets.

495. Q. You have spoken of property paid for by you and conveyed to your wife; also of improvements paid for wholly or partly by you; were they intended as gifts to her.

A. They were.

496. Q. At those times what was your pecuniary condition?

A. I was in independent circumstances; worth a large amount of money.

Adjourned to Wednesday, July 29, 1868, at 10 o'clock a. m.

The examination of the bankrupt on all orders, and the proceedings on the order to show cause, are hereby adjourned to Wednesday, July 29, 1868, at 10 o'clock a. m.

ISAAC DAYTON,
Register.

268 WEDNESDAY, *July* 29, 1868.

Present, the register.

Adjourned by consent to Wednesday, September 9, 1868, at 10½ o'clock a. m.

The examination of the bankrupt on all orders, and the proceedings on the order to show cause, are hereby adjourned to Wednesday, September 9, 1868, at 10½ o'clock a. m.

ISAAC DAYTON,
Register.

WEDNESDAY, *September* 9, 1868.

Present, the register, and Mr. Fairgrieve, representing Mr. Seixas, and Mr. Taft on behalf of the opposing creditors. Adjourned to Wednesday, September 16, 1868, at 10½ o'clock a. m.

The examination of the bankrupt on all orders, and the proceedings on the order to show cause are hereby adjourned to Wednesday, September 16, 1868, at 10½ o'clock a. m.

ISAAC DAYTON,
Register.

WEDNESDAY, *September* 16, 1868, *at* 10½ *a. m.*

Present, the register, the bankrupt with his counsel, Judge More, representatives of Mr. Seixas and Mr. Taft, counsel for creditors.

Adjourned on consent to Wednesday, September 30, 1868, at 10½ o'clock a. m.

The examination of the bankrupt on all orders, and the proceedings on the order to show cause, are hereby adjourned to Wednesday, September 30, 1868, at 10½ o'clock a. m.

ISAAC DAYTON,
Register.

269 WEDNESDAY, 30*th September*, 1868.

Present, the register, the examining creditors, by Mr. Seixas and Mr. Taft. The bankrupt in person, and by Mr. More.

The foregoing testimony having been read over to the bankrupt, and several corrections having been made therein which are noted in the margin, the foregoing examination is now signed by the bankrupt.

J. THOMPSON.

Subscribed and sworn before me.

ISAAC DAYTON,
Register in Bankruptcy.

Adjourned, to give the examining creditors an opportunity to examine witnesses if they so determine, to Saturday, October 10, 1868, at 10½ o'clock a. m., and all orders and the proceedings on the order to

show cause, are hereby adjourned to Saturday, October 10, 1868, at 10½ o'clock a. m.

ISAAC DAYTON,
Register.

SATURDAY, *October* 10, 1868, *at* 10½ *a. m.*

The examination of Samuel C. Thompson, a witness on behalf of the creditors of the bankrupt, having been proceeded with this day and suspended until Wednesday, October 21st, 1868, at 10½ o'clock a. m., to await the decision of the district judge upon certain questions objected to.

270 All orders on the proceedings on the order to show cause, are hereby adjourned to Wednesday, October 21st, 1868, at 10½ o'clock a. m.

ISAAC DAYTON,
Register.

WEDNESDAY, 21*st of October*, 1868.

The register not having transmitted to the honorable district judge of the United States for the southern district of New York the question or questions heretofore reserved for his decision, and the counsel for the creditors not being prepared at present to proceed with the examination of the witness, Samuel C. Thompson;

All orders and the proceedings on the order to show cause, are hereby adjourned to Tuesday, 27th October, 1868, at 11 o'clock a. m.

TUESDAY, 27*th of October*, 1868, *at* 11 *a. m.*

Present, the register, the bankrupt in person, and by his counsel; the examining creditors by Mr. Seixas.

The examination of Samuel C. Thompson is proceeded with, and is suspended to await the decision of the honorable the district judge upon certain questions arising in the course of his examination, and the business is adjourned to Thursday the 29th day of October, 1868, at 10½ o'clock a. m.

The hearing upon the application of the bankrupt for a discharge from his debts, and all other matters, are hereby adjourned to the said Thursday, 29th of October, 1868, at 10½ o'clock a. m., before the

271 register, at his office aforesaid.

THURSDAY, 29*th of October*, 1868, *at* 10½ *a. m.*

Present, the register; the examining creditors by Mr. Seixas and Mr. Taft; the bankrupt in person and by his counsel.

The said business is by consent of counsel adjourned to Wednesday, 4th of November, 1868, at 10 o'clock in the forenoon.

The hearing upon the application of the bankrupt for a discharge from his debts and all other matters, are hereby adjourned to the said Wednesday, 4th of November, 1868, at 10 o'clock in the forenoon, before the register, at his office aforesaid.

WEDNESDAY, 4*th of November*, 1868, *at* 10 *o'clock a. m.*

Present, the register; the examining creditors by Mr. Taft; the bankrupt in person, and by his counsel.

The examination of the witness, Samuel C. Thompson, is continued and concluded.

The hearing upon the application of the bankrupt for a discharge

from his debts, and all other matters are, by consent of counsel for the respective parties, adjourned to Wednesday, 18th of November, 1868, at 10½ o'clock in the forenoon, before the register, at his office aforesaid.

WEDNESDAY, 18*th of November*, 1868,
at 10½ o'clock in the forenoon.

272 Present, the register; the examining creditors by Mr. Seixas; the bankrupt in person, and by his counsel.

The hearing upon the application of the bankrupt for a discharge from his debts, and all other matters are by consent of counsel for the respective parties adjourned to Tuesday, 1st of December, 1868, at 10½ o'clock in the forenoon, before the register, at his office aforesaid.

TUESDAY, 1*st of December*, 1868, *at 10½ o'clock a. m.*

Present, the register; the bankrupt in person, and by his counsel; the examining creditors by Mr. Seixas.

Frederick F. Thompson, a witness, called on the part of the examining creditors, is examined before the register.

The hearing upon the application of the bankrupt for a discharge from his debts, and all other matters, are by consent of counsel for the respective parties adjourned to Tuesday, 8th of December, 1868, at 2 o'clock in the afternoon, before the register, at his office aforesaid.

TUESDAY, 8*th of December*, 1868, *at 2 o'clock p. m.*

Present, the register; the bankrupt in person, and by his counsel; the examining creditors by Mr. Seixas.

The hearing upon the application of the bankrupt for a discharge from his debts, and all other matters are by consent of counsel for the respective parties adjourned to Tuesday, 15th December, 1868, at 11 o'clock in the forenoon before the register at his office aforesaid.

273 TUESDAY, 15*th December*, 1868, *at 11 o'clock a. m.*

Present, the register; the examining creditors, by Mr. Seixas; he bankrupt in person and by his counsel.

The Merchants' Exchange National Bank, a creditor of said bankrupt, by G. A. Seixas, the solicitor for the said bank, enters the appearance of the said bank in opposition to the discharge of the bankrupt. Erastus F. Mead, a creditor of the said bankrupt, by E. N. Taft, his attorney, enters his appearance in opposition to the discharge of the said bankrupt. Jacob H. Brush, a creditor of the said bankrupt, enters his appearance in opposition to the discharge of the said bankrupt.

THURSDAY, 24*th December*, 1868.

By an order of this court, made this day in this bankruptcy, the said the Merchants' Exchange National Bank, the said Erastus F. Mead, and the said Jacob H. Brush, respectively, creditors as aforesaid of the said bankrupt, have ten days additional time from this date to prepare and file the specifications of their objections to the discharge of the said bankrupt.

ISAAC DAYTON, *Register.*

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275 *Declaration to be made by bankrupt or his wife.*

Form No. 47. No.

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

At the city of New York, in the said district, on the 10th day of October, A. D. 1868.

SOUTHERN DISTRICT OF NEW YORK, *ss*:

I, Samuel C. Thompson, a witness in the matter of John Thompson, the person declared a bankrupt under a petition for adjudication of bankruptcy, filed on the day of , in the year of our Lord one thousand eight hundred and sixty, do solemnly swear that I will make true answer to all such questions as may be proposed to me respecting all the property of the said John Thompson, and all dealings and transactions relating thereto, and will make a full and true disclosure of all that has been done with the said property, to the best of my knowledge, information, and belief, and upon matters relating to the disposal or condition of his property; to his trade and dealings with others, and his accounts concerning the same; to all debts due to or claimed from him; and to all other matters concerning his property and estate,
276 and all the due settlement thereof, according to law.

S. C. THOMPSON.

Subscribed and sworn to this day of , A. D. 18 , before me,

ISAAC DAYTON,
Register in Bankruptcy.

277 In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } No. 304. In bankruptcy.

At the office of the register, number 202 Broadway, in the city of New York, in said district, on the tenth day of October, A. D. 1868, before Mr. Isaac Dayton, one of the registers in bankruptcy of said court.

SOUTHERN DISTRICT OF NEW YORK, *ss*:

On the examination, under section 27 of the bankrupt act, of Samuel C. Thompson, a witness called on behalf of creditors of the bankrupt—present, the register; the bankrupt in person, and by Mr. Moore and Mr. Van Vleeck; the creditors, by Mr. Taft and by Mr. Seixas, represented by Mr. Fairgreve; the said SAMUEL C. THOMPSON, having been duly sworn, testifies as follows:

I reside at number 275 Madison avenue, in the city of New York. I am a son of the bankrupt. I am thirty-four years of age. I am president of the First Nat. Bank. I have no other business. The
278 bank is at No. 140 Broadway. I was formerly in business at No.

2 Wall street. I remember the event of the failure of the bankrupt. I can't recollect the date. I can recollect the month and year. It was the latter part of August, in 1857. At the time of the failure of the bankrupt, he was in business at No. 2 Wall street.

1. Q. How soon after his failure did you go into business at No. 2 Wall st.?

(Objected to by b'k's counsel as irrelevant.)

A. It was some weeks. I can't recollect the exact time.

2. Q. Was it before or after he made an assignment?

(Same objection.)

A. I can't tell.

3. Q. What partners had you when you went into business there?

(Objected to as irrelevant, and on such objection the witness declines to answer.

The bankrupt's counsel objected, and advised the witness not to answer; whereupon the witness declined to answer. In the opinion of the register sufficient foundation has been laid for this question, as tending to show the disposition made by bankrupt of his property.)

4. Q. What was the name of the firm with which you then became connected?

279 (Same objection, and the witness declines to answer. In the opinion of the register the question is relevant.)

5. Q. From whom did you obtain the premises No. 2 Wall street at the time you went into business there?

A. I obtained them from the Bank of the Republic.

6. Q. Did you have a lease from the Bank of the Republic directly to yourself?

A. Yes, sir; I had a lease of the Bank of the Republic directly to myself.

7. Q. Was that lease given to you at the time you went in business there?

A. I don't recollect when I received that lease—about that time.

8. Q. Was that lease made to Samuel C. Thompson alone?

A. The lease was made to me alone, I believe.

9. Q. Was there not at that time an existing lease to the bankrupt from the Bank of the Republic for the same premises, unexpired, and did you not enter into the premises under that lease?

A. I knew there had been a lease to *to* the bankrupt, which I supposed had been surrendered, and I went in under a lease in my own name.

10. Q. Was that lease in your own name recorded?

280 (Objected to as irrelevant, and counsel for the bankrupt advises him not to answer. Witness declines to answer.)

11. Q. Did you, or the firm with which you were connected—you went into business at No. 2 Wall street—ever pay the bankrupt, or agree to pay the bankrupt, anything for good will of the business No. 2 Wall st., or for any lease possessed by him of those premises, or to obtain possession of those premises?

A. No, sir.

12. Q. What was the name of the firm with which you were then connected, and who were the members of it?

(Objection waived.)

A. The name of the firm was Thompson, Morse & Co., and the members of it were myself; Mr. William Morse; my brother, F. F. Thompson, and Edgar Morse.

13. Q. Did that firm, or any of the members of it, so far as you know,

ever receive any capital, either directly or indirectly, from the bankrupt?

A. We never received a cent, either directly or indirectly, from the bankrupt.

14. Q. How long did Thompson, Morse & Co. continue their business, and who succeeded them?

(Objected to as irrelevant. Objection waived.)

A. Some four or five months, and they were succeeded by Thompson Brothers.

281 15. Q. At the time you that went into business at No. 2 Wall street, and while Thompson, Morse & Company continued in business there, did the bankrupt have any connection with the office; if so, what?

A. He had no connection with the office.

16. Q. Did he not have a desk in the office?

A. He could sit at any desk in the office, but had control of no desk in the office. He had no desk in the office.

17. Q. Did he continue to edit the Bankrupt Reporter there during that period?

A. Yes, sir.

18. Q. Did Thompson, Morse & Co. pay the bankrupt any salary during that period; and if so, how much?

A. They paid him none to my knowledge.

19. Q. Were you a member of the firm of Thompson Brothers?

A. Yes, sir, I was,

20. Q. Did Thompson Brothers ever pay the bankrupt any salary during the period they were in business; and, if so, how much?

A. They paid him a salary a portion of the time that they were in business. I can't say from what date or how much?

21. Q. Who were the members of that firm of Thompson Brothers?

282 A. Myself and my brother F. F. Thompson.

22. Q. Did they not carry on their business at the same premises, No 2 Wall street?

A. Yes, sir.

23. Q. For what length of time was that?

A. From '58 to '64, I think. I should say from the spring of '58 to the *to the* spring of '64. I can't tell when we wound up, without referring to my books.

24. Q. State as nearly as you can, for what portion of the time the firm of Thompson Brothers paid the bankrupt a salary?

A. I should have to refer to the expense accounts of the firm to tell exactly. I should think it was three-fourths of the time.

25. Q. State as nearly as you can the rate of salary which you paid to the bankrupt?

A. One hundred dollars a month was the price agreed, and the price paid to the best of my recollection.

26. Q. Who made the agreement on the part of your firm with the bankrupt—yourself or your brother?

(Objected to as irrelevant. Witness declines to answer. In the opinion of the register the question is relevant.)

283 27. Q. Did you make the agreement on behalf of your firm with the bankrupt as to salary, or were you present when it was made?

(Same objection. Witness declines to answer. In the opinion of the register the question is relevant.)

28. Q. Did Thompson Brothers buy up a large number of claims against the bankrupt; and, if so, what was the understanding between them and the bankrupt in relation thereto?

(Objected to as irrelevant. The witness declines to answer. Question withdrawn.)

29. Q. Was there any understanding between Thompson Brothers and the bankrupt in relation to their buying up claims against him; and, if so, what was it, and state what was said on that subject?

(Objected to as irrelevant.)

A. There was not any understanding whatever, that I know of, between the firm of Thompson Brothers and the bankrupt on that subject.

(Examination suspended until the 21st of October, at 10½ a. m., A. D. 1868, to await the decision of the district judge upon the questions objected to.)

WEDNESDAY, 21*st October*, 1868.

284 The register not having transmitted to the honorable the district judge of the United States for the southern district of New York the question or questions heretofore reserved for his decision, and the counsel for creditors not being prepared at present to proceed further with the examination of the witness Samuel C. Thompson, the further examination of the witness Samuel C. Thompson, is hereby adjourned by consent to Tuesday, 27th of October, 1868, at eleven o'clock in the forenoon.

TUESDAY, 27*th October*, 1868, *at* 11 *a. m.*

Present the register the bankrupt in person and by his counsel; the examining creditors by Mr. Seixas.

The counsel for the bankrupt withdraw their objections to the questions objected to.

The first question objected to, was as follows:

30. Q. Who made the agreement on the part of your firm with the bankrupt, yourself or your brother?

Answered as follows:

285 A. I don't recollect, but I think it was my own verbal suggestion. I think I offered it. I think I made the agreement.

31. Q. State when and where the agreement was made, who was present at the making of it, and what was said by or between the parties to the agreement?

A. I cannot recollect any of those.

32. Q. What offer was it you made, and to whom?

A. I think I offered about the amount named there for my father's assistance and advice, but the time is so long past that I cannot clearly recollect. I presume this offer was made to the bankrupt. I can no more positively than I have stated.

33. Q. Can you recollect any conversation or the substance of it used by the bankrupt with the reference to this offer?

A. I cannot.

34. Q. Was such offer accepted by him?

A. I cannot reccollect of any formal acceptance.

35. Q. Was the employment of the bankrupt under that agreement?

A. I believe it was, because I know of no other agreement.

36. Q. What service or services did you ask or expect the bankrupt to render your firm under that agreement?

A. We expected him to negotiate loans, watch the markets, consult

with ourselves and our dealers, and to aid us at such times as he could.

286 37. Q. How much of his time and skill were you to have under that agreement?

A. There was nothing specified as to the time and skill, to my knowledge.

38. Q. What was your understanding about it?

A. The only understanding I recollect of was that we should contribute to his support, and that he would aid us with his services. There was no understanding to my recollection further than I have stated as to amount of services, time, skill, &c.

39. Q. Was it your understanding, or did you expect that under the agreement all the time and skill of the bankrupt should be devoted to your firm?

A. We expected that he would do what we asked and required, and expected no harder terms than we would from any other employee. We did not understand or expect that all his time was to be devoted to our service.

40. Q. What part of his time, and how much of his skill did you understand or expect the bankrupt to devote to your firm under that agreement?

(Objected to as irrelevant. The witness declines to answer.)

187 The examination of the witness is here suspended, and at the request of the counsel for the examining creditors, the matter whether the witness ought to answer the said question, is referred to the judge, and the said business, and the further examination of the witness is adjourned to await the order of the judge upon the said matter, until Thursday, the 29th day of October, 1868, at 10½ o'clock in the forenoon.

THURSDAY, *29th October*, 1868, 10½ *o'clock a. m.*

Present, the register, the examining creditors, by Mr. Seixas, and Mr. Taft; the bankrupt in person and by his counsel.

The said business is by consent of counsel adjourned to Wednesday, 4th November, 1868, at 10 a. m.

WEDNESDAY, *4th of November*, 1868, *at* 10 *o'clock a. m.*

Present, the register, Samuel C. Thompson the witness, Mr. Taft, Judge Moore, Mr. Van Vleck.

Continuation of examination of the witness Samuel C. Thompson by the creditors:

288 41. Q. Do you recollect what was said between you and the bankrupt, or between your partner and the bankrupt, at the time of the making of the agreement for his employment by Thompson Brothers as to the amount of time he should give to that employment, and the services he should render?

A. I can't recollect.

42. Q. Was there anything in writing on that subject, or on the subject of the employment of the bankrupt?

A. Nothing in writing.

43. Q. Was there an account on your books with the bankrupt during the time of his employment?

A. There was no account.

44. Q. What was the nature of the services which the bankrupt rendered to your firm during that employment?

A. The nature was in assisting us in negotiating loans, in advising, when requested, in matters in which his experience had made him more conversant with than we were; in doing for us whatever we required when his time was not taken up by business concerning his failure or in other things.

45. Q. Were the firm of Thompson Brothers ever interested in the Bank-Note Reporter?

A. They were during the latter part of their existence as a firm.

289 We became interested about three years after his failure in the Bank-Note Reporter. We purchased the paper called Thompson's Bank-Note Reporter, and we have no interest in it now. About two years and a half ago we parted with our interest in the Bank-Note Reporter. I believe the bankrupt has always been the editor of it.

46. Q. During the time that you owned it, what compensation did you pay the bankrupt for editing it, or how was he compensated?

A. I think he was paid fifty dollars a month, possibly 100 dollars. I wish to correct by saying that we purchased and owned only two-thirds of the Bank-Note Reporter.

47. Q. Did this Thompson Bank-Note Reporter, during the time that you were interested in it, have the effect to advertize your business?

(Objected to as irrelevant.)

A. I decline to answer.

48. Q. For whom and for what purpose did your firm of Thompson Brothers buy up the claims against the bankrupt which they purchased.

A. The firm of Thompson Brothers did not buy any claims to my knowledge.

49. Q. Who did buy them?

290 A. I purchased some claims, and I think my brother purchased some, as individuals; I purchased them for my own account; those which I purchased, individually.

50. Q. Did you not purchase them in the interest of the bankrupt, and with the view of buying him out of debt?

(Objected to as irrelevant.)

A. I decline to answer that.)

51. Q. Did you ever have any connection with the bankrupt in reference to buying up *the* these claims? and, if so, state what was said between you on that subject.

(Objected to as irrelevant.)

A. I decline to answer.

The examination of the witness Samuel C. Thompson, on behalf of the bankrupt, by Judge More:

52. Q. Please state whether, after the purchase of the claims against the bankrupt by yourself and brother, individually, you divided the expense, and what became of the claims; to whose account were they carried?

A. We did divide the expense and equally divide the dividends received from the assignee, but the claims were never put into a joint account, but stand as originally assigned to the individual purchasing them.

291 Examination of the witness on behalf of the creditors resumed by Mr. Taft:

53. Q. Did you have any account with the bankrupt touching the purchase of these claims?

A. None whatever.

54. Q. During the period since the bankrupt's failure have either you or your firm had a book-account with him?

A. None to my knowledge.

55. Q. During the same period did you or your firm furnish any money to the bankrupt or his family, for their support or otherwise, other than *than* the salary that you paid to him, and the amount paid for editing the Bank-Note Reporter?

A. Well I don't think the firm did. I have made presents myself, and probably shall continue to make presents to my mother and other members of my family.

56. Q. Have you made presents in any considerable sums of money designed for the support of the bankrupt and his family?

A. I don't recollect of making presents of any sums of money whatever.

57. Q. Will you state whether you have contributed to the
292 support of the bankrupt and his family; and, if so, when, and to what extent?

(Objected to as irrelevant.)

A. I decline to answer.

S. C. THOMPSON.

293 *Declaration to be made by bankrupt or his wife.*

[Form No. 47, No. ——.]

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy,

At the city of New York, in said district, on the first day of December, A. D. 1868.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

I, Frederick F. Thompson, a witness in the matter of John Thompson, the person declared a bankrupt under a petition for adjudication of bankruptcy filed on the day of , in the year of our Lord one thousand eight hundred and , do solemnly swear that I will make true answer to all such questions as may be proposed to me respecting all the property of the said John Thompson, and all dealings and transactions relating thereto, and will make a full and true disclosure of all that has been done with the said property, or to the best of my knowledge, information, and belief, and upon all matters relating to the disposal or condition of the property of the said bankrupt, to his trade and dealings with others, and his accounts concerning the
294 same to all debts due to or claimed from him, and to all other matters concerning his property and estate, and the due settlement thereof according to law.

F. F. THOMPSON.

Subscribed and sworn to this 1st day of December, A. D. 1868, before me.

ISAAC DAYTON,
Register in Bankruptcy.

295 In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } No. 304.—In bankruptcy.

At the office of the register, number 202 Broadway, in the city of New York, in said district, on the first day of December, A. D. 1868, before Mr. Isaac Dayton, one of the registers in bankruptcy of said court.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

On the examination, under section 27 of the bankrupt act, of Frederick F. Thompson, a witness called on behalf of creditors of the bankrupt—present, the register, the bankrupt in person and by Mr. More, his counsel, the creditors, by Mr. Seixas—the said Frederick F. Thompson, having been duly sworn, testifies as follows:

1. Q. What is your residence?

A. Canandaguia, New York. My occupation is that of a farmer. I have several occupations.

2. Q. Have you any business or occupation in the city of New York?

A. I hold the office of president of the National Currency Bank
296 in the city of New York.

3. Q. Do you perform the actual duties of president of that bank?

A. A portion of the time, whilst I am in the city, during the cold months of the winter. The remainder of the time, the duties of the office are performed by my father. I was one of the members of the firm of Thompson, Morse & Co. That firm commenced business at No. 2 Wall street in the latter part of the year 1857. I think that firm employed the bankrupt, John Thompson, during the last part of its existence. The firm existed four about four or five months. I can't remember who made the agreement with John Thompson, my father. I am not sure that he was employed before that firm was merged in Thompson Brothers. I do not recollect of making any agreement with him for his employment by that firm. I do not recollect the rate at which he was employed, if he was employed by that firm. Thompson Brothers succeeded the firm of Thompson, Morse & Company in the first part of the year 1858. I was a member of the firm of Thompson
297 Brothers. This firm of Thompson Brothers employed the bankrupt John Thompson at or after its formation I can't say which. I am unable to say who made the agreement with him for his employment. I can't say whether it was myself or my brother who made the agreement. I have no recollection of making any agreement with John Thompson for such employment. Pending the employment, his salary was changed from fifty dollars a month to one hundred dollars a month, and I cannot recollect when that was done. As near as I recollect, he was employed at the smaller rate for more than a year. The one hundred dollars a month continued to be paid to him until the National Currency Bank of New York City was organized, I think, in 1864. I never heard from the bankrupt or my brother what the terms of his employment were. I do not recollect of having any conversation with the bankrupt in relation to his employment before he was employed. It is very likely I did, but cannot recollect any particular instance. I cannot remember any part of the conversation, if there was any such. I
298 don't know that there was any writing in relation to the em-

ployment of the bankrupt by Thompson Brothers. The nature of his services to that firm was advising with and negotiating for the house—advising with the members of the firm, and talking to others on the business of the firm in the absence of the members of the firm—mostly in negotiating loans with banks and money-lenders.

4. Q. Upon what?

(Objected to as irrelevant.)

A. Collaterals, bonds, and stocks.

5. Q. Belonging to customers of the firm?

(Objected to as irrelevant and immaterial.)

A. I decline to answer. Both members of the firm of Thompson Brothers bought more than twenty claims each against the bankrupt, I think. In reference to buying up those claims, there was no agreement or understanding between me and the bankrupt. I cannot recollect any conversation with the bankrupt on the subject of buying up those claims in the interest of the bankrupt, and with the view of
299 buying him out of debt. The expense of buying up these claims was afterwards divided between my brother and myself.

6. Q. Will you state for what purpose you purchased such claims against the bankrupt?

(Objected to as irrelevant and immaterial.)

A. I decline to answer.

7. Q. Since the failure of the bankrupt, in the year 1857, have you furnished to the bankrupt or his family any money for the support of himself or his family, or otherwise, other than the salary which was paid to him by the firm of Thompson Brothers and the amount paid to him for editing the Bank-Note Reporter?

(Objected to as above.)

A. I decline to answer.

8. Q. Has the firm to your knowledge?

A. No.

F. F. THOMPSON.

300

301 In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

At the office of the register, number 202 Broadway, in the city of New York, in said district, on the ninth day of April, A. D. 1869, before Mr. Isaac Dayton, one of the registers in bankruptcy of said court.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

The undersigned, register in bankruptcy, in charge of the proceedings in this bankruptcy, hereby certifies that the foregoing comprises all the testimony taken before the undersigned in the said bankruptcy; and that there has not been any testimony taken before the undersigned in the said bankruptcy; and that there has not been any testimony taken before the undersigned in the said bankruptcy since the making of the order of the court, in the said bankruptcy, of the twentieth day of February, 1869.

Dated New York, 9th April, 1869.

ISAAC DAYTON,
Register in Bankruptcy.

302

303 *Order to show cause on bankrupt petition for discharge.*

[Form No. 51, (2.)]

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } No. . In bankruptcy.

At the office of the register, No. 202 Broadway, in the city of New York, in said district, on the twenty-third day of January, A. D. 1868, before Mr. Isaac Dayton, one of the registers of said district court.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

No assets having come to the hands of the assignee, and sixty days having expired since the adjudication of bankruptcy, and the said bankrupt having, within one year from the adjudication of bankruptcy, applied to the court for a discharge from debts: It is ordered that a hearing be had upon the said application on the eighteenth day of February, A. D. 1868, before said court, at chambers, before Mr. Isaac Dayton, one of the registers of the said court in bankruptcy, at the office of the said register, No. 202 Broadway, in the city of New York, in said district, at eleven o'clock m.; and that notice thereof be published in the two
304 following-named newspapers printed in said district, that is to say, The New York Times and The New York Commercial Advertiser, designated by the court, with regard to the general circulation of the same in the district, for three times, once a week; and that all creditors who have proved their debts, and other persons in interest, may appear at the same time and place, and show cause, if any they have, why the prayer of the said petition of the bankrupt should not be granted, and why a discharge should not be granted to the bankrupt.

And it is further ordered by the court that all such creditors whose places of residence are known shall be entitled to a service of notice of the said petition and of this order, either personally or by letter addressed to them at their known usual place of residence, attested by the clerk of the court, or served at their usual place of abode by the marshal or his deputy, and sent by mail, whereof due proof shall be given.

Witness the Honorable Samuel Blatchford, judge of the said district court of the United States for the southern district of New York, and the seal thereof, at the city of New York, in said district, on the twenty-third day of January, in the year eighteen hundred and sixty-eight.

Clerk of District Court for said District.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

On the twenty-third day of Jan'y, in the year 1868, order granted and issued by—

ISAAC DAYTON,
Register in Bankruptcy.

305 District court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Thomas Alexander, being duly sworn, deposes and says that on the 7th day of February, 1868, he deposited in the post-office of the city of New York eight notices by letter, of which the annexed is a true copy, addressed to the persons named in the annexed list of creditors, and that the proper postage-stamps were placed thereon.

THOMAS ALEXANDER.

Sworn to before me this 8th day of February, 1868.

GEO. F. BETTS,
U. S. Commissioner.

I hereby certify that on the 7th day of February, 1868, notices by letter, of which the annexed is a true copy, were duly mailed to each creditor named in the annexed list, being all the creditors who have proved their debts in the above-entitled matter, as appears by the certificates of the register and assignee on file, and that the proper
306 postage stamps were placed thereon.

In testimony whereof I have caused the seal of the said court to be hereunto affixed this 8th day of February, in the year of our Lord one thousand eight hundred and sixty-eight, and of the independence of the United States the ninety-second.

[L. S.] GEO. F. BETTS, *Clerk.*

List of creditors referred to within.

Merchants' Exchange National Bank.....N. Y. City.
Temple & Brother.....Fairfield, Jefferso Co., Iowa.
George H. Bussing.....Cincinnatti, Ohio.
A. H. Ensley.....Wilksbarre, Luzerne Co., Pa.
Duncan, Sherman & Co.....N. Y. City.
Andrew T. Sherman.....Chicago, Ill.
George Sanderson.....Scranton, Luzerne Co., Pa.
Lawrence Clapp & Co.....N. Y. City.

(Endorsed:) No. 304. United States district court, southern district of New York. In bankruptcy. In the matter of John Thompson, bankrupt. Certificate of mailing notices to creditors. Dayton.

307 U. S. district clerk's office, southern district of *of* N. Y.—In bankruptcy.

If not called for within 10 days the postmaster will return to U. S. districts clerk's office, 41 Chambers street, New York.

Notice to creditors in bankruptcy.

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

At the city of New York, in the said district, on the 6th day of February, A. D. 1868.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

SIR: Take notice that a petition has been filed in said court by John

Thompson, of the city of New York, in said district, duly declared a bankrupt under the act of Congress of March 2, 1867, for a discharge and certificate thereof from all his debts and other claims provable under said act; and that the 18th day of February, viz, at 11 o'clock a. m., at the office of Isaac Dayton, register in bankruptcy, 202
is assigned for the hearing of the same, when and where you
308 may attend and show cause, if any you have, why the prayer of the said petition should not be granted.

GEO. F. BETTS,
Clerk of the U. S. District Court for the Southern District of New York.

309 *Assignee's return where there are no assets.*

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } No. 304.—In bankruptcy.

At the office of the register, number 202 Broadway, in the city of New York, in said district, on the eighteenth day of February, A. D. 1868, before Mr. Isaac Dayton, register in bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

On the day aforesaid comes John Sedgwick, the city of New York, in the county of New York, and State of New York, and makes oath and says that he, this deponent, as assignee of the estate and effects of the above-named bankrupt, neither received nor paid any monies on account of the estate.

JNO. SEDGWICK,
Assignee in Bankruptcy.

Subscribed and sworn to in the city of New York, in said district, this eighteenth day of February, A. D. 1868.

ISAAC DAYTON,
Register in Bankruptcy.

310 I, John Sedgwick, the assignee of the estate and effects of John Thompson, the bankrupt above named, hereby certify that I caused the notice of my appointment as assignee to be published as set forth in the affidavits of such publication hereto prefixed.

Dated city of New York, the eighteenth day of February, A. D. 1868.

JOHN SEDGWICK,
Assignee in Bankruptcy.

311 *Exempted property.*

[Form No. 20.]

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

At the city of New York, on the eighteenth day of February, A. D, 1868.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

The following is a schedule of property designated and set apart to

be retained by John Thompson, the bankrupt aforesaid, as his own property, under the provisions of the 14th section of the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2d, 1867:

General head.	Particular description.	Value.
Necessary kitchen and kitchen furniture	None	
Other articles and necessaries	None	
Wearing apparel of bankrupt and his family	6 shirts, 2 pairs of boots, 2 coats, 1 overcoat, 3 vests, collars, 3 pair pants, 2 hats, ½ dozen hose, 2 cravats, 6 handkerchiefs.	$200.00
Equipments, if any, as a soldier	None	
312 Other property exempted by thel aws of the United States.	None	
Property exempted by State laws	None	

JNO. SEDGWICK.
Assignee in Bankruptcy.

UNITED STATES OF AMERICA.
Southern District of New York, ss:

John Thompson, being duly sworn, doth depose and say that he is the bankrupt named in the foregoing schedule; that the wearing apparel set forth in said schedule is necessary for the deponent in reference to the condition of himself, and that the value of all the said wearing apparel stated in the said schedule, as exempted by the laws of the United States and of the State of New York, is correctly and justly stated in the said schedule; and that the said articles stated as exempted in Schedule B, annexed to the petition of this deponent in this proceeding.

JOHN THOMPSON.

Subscribed and sworn to this 18th day of February, 1868, before me.
ISAAC DAYTON,
Register in Bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

I, Isaac Dayton, the register in bankruptcy, to whom the above-entitled bankruptcy was referred, hereby approve of and ratify the foregoing designation of exempt property under the said bankruptcy, 18th February, 1868.

ISAAC DAYTON,
Register in Bankruptcy.

313 *Oath of bankrupt to be taken before his discharge.*

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

At the office of the register at No. 202 Broadway in the city of New York, before Mr. Isaac Dayton, one of the registers in bankruptcy in said court.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, John Thompson, of the city of New York, in the county of New York, and State of New York, the bankrupt above named, upon my solemn oath hereby declare that I was, on the fifteenth day of October, A. D. 1867, upon my own petition, duly adjudged a bankrupt within the purview of the act of Congress entitled "An act to establish uniform system of bankruptcy throughout the United States," approved March 2d, 1867; and that I have not done, or suffered or procured to be
314 done, or been privy to any act, matter, or thing specified in the said act as a ground for withholding my final discharge hereunder, or as invalidating the same if granted.

JOHN THOMPSON,
Bankrupt.

Subscribed and sworn to before me at the city of New York, in the southern district of New York, this eighteenth day of February, A. D. 1868.

ISAAC DAYTON,
Register in Bankruptcy for the Southern District of New York.

315 U. S. district court, southern district of New York.

IN THE MATTER OF JOHN THOMPSON, }
BANKRUPT. }

To ISAAC DAYTON, Esq., *Register in Bankruptcy:*

I hereby oppose the discharge of John Thompson, the bankrupt above named, on behalf of the Merchants' Exchange National Bank, and enter this as my appearance in opposition thereto, and I will file the specifications of my objections to such discharge within the time required by the general order in bankruptcy.

Resp'y yours,

G. A. SEIXAS,
Sol'r for the Merchants' Exchange National Bank.

Dated New York, December 8, 1868.
Office, 191 Broadway. Residence, N. W. cor. 118 st. & Ave. A.

(Endorsed:) U. S. district court, southern district of New York. In the matter of John Thompson, bankrupt. Appearance in opposition to discharge. G. H. Seixas, att'y for the Merchants' Exchange National Bank. Filed 15 Dec., 1868.

316

317 In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, }
BANKRUPT. }

I hereby give notice that I appear herein in behalf of Erastus F. Mead, creditor of the above-named John Thompson, and oppose his dis-

charge on the order to show cause herein why he should not be discharged from his debts in bankruptcy heretofore granted, the hearing whereof has been adjourned to this 15 day of December, A. D. 1858, and that said creditor will file a specification of the grounds of his oppos'tion in the time required by law and the rules of the court.

Dated N. Y., Dec. 15, 1868.

E. N. TAFT,
Att'y for said Mead.

Place of business, 137 Broadway, N. Y. City; place of residence, 285 Adelphi street, Brooklyn, N. Y.

To ISAAC DAYTON, Esqr.,
Register in Bankruptcy.

318 (Endorsed:) U. S. district court for S. dist. of N. Y. In matter of John Thompson, bankrupt. Notice of appearance for Erastus F. Mead, in opposition to discharge. E. N. Taft, att'y for said Mead. Filed 15 Dec., 1868.

319 In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

I hereby give notice that I appear herein on behalf of Jacob H. Brush, creditor of the above-named John Thompson, and oppose his discharge on the order to show cause herein why he should not be discharged from his debts in bankruptcy heretofore granted, the hearing whereof has been adjourned to this 15th day of December, A. D. 1868, and that said creditor will file a specification of the grounds of his opposition in the time required by law and the rules of the court.

Dated N. Y., Dec. 15, 1868.

E. N. TAFT,
Att'y for said Brush.

Place of business, 137 Broadway, N. Y. City; place of residence, 285 Adelphi st., Brooklyn, N. Y.

To ISAAC DAYTON, Esq'r.,
Register in Bankruptcy.

320 (Endorsed:) U. S. district court for the S. district of N. Y. In the matter of John Thompson, bankrupt. Notice of appearance for Jacob H. Brush in opposition to discharge. E. N. Taft, att'y for for said Brush. Filed 15 Dec., 1868.

321 At a stated term of the district court of the United States of America, for the southern district of New York, held at the United States court-rooms, in the city of New York, on the 24th day of December, in the year of our Lord one thousand eight hundred and sixty-eight—

Present, the Honorable Samuel Blatchford, district judge.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Upon the affidavit of Enos N. Taft, and of G. A. Seixas, filed in this matter, it is ordered that the creditors opposing the discharge of the

bankrupt above named, to wit: The Merchants' Exchange National Bank, represented by G. A. Seixas and Erastus F. Mead, and Jacob H. Brush, represented by Enos N. Taft, have ten days additional time from date, to prepare and file the specifications of their objections to the discharge of the said bankrupt.

Witness the Honorable Samuel Blatchford, judge of the said
322 court, and the seal thereof, at the city of New York, in said district, the 24th day of December, 1868.

[L. S.] GEO. F. BETTS, *Clerk.*

A true copy from the original on file.

GEO. F. BETTS, *Clerk.*

323 District court of the United States, southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

The Merchants' Exchange National Bank creditors of the bankrupt above named, who have duly proved their debt and entered their appearance in opposition to the discharge of the bankrupt above named, now by Gershon A. Seixas, their duly constituted attorney, file the following as the specifications of their objections to the discharge of said bankrupt.

First. That said bankrupt has wilfully sworn falsely in his oath to his petition in bankruptcy herein, and in his affidavit annexed to Schedule B, annexed to said petition, in that said bankrupt had and owned, or had an interest in at the time of making such oath and affidavit, and at the time of filing his petition, as he then well knew, the following real and personal property, which was intentionally and fraudulently omitted by said bankrupt from his said schedule, to wit:

324 A. Certain shares of the stock of the National Currency Bank, standing in the name of the bankrupt's son-in-law, Francis Granger Adams, of the value of $25,000 and upwards.

B. Certain shares of the stock of the said bank standing in the name of the bankrupt's daughter, Mrs. Francis Granger Adams, of the value of $5,000 and upwards.

C. Certain shares of the stock of said bank, standing in the name of the bankrupt's wife, Thompson, of the value of $1,500.

D. Certain shares of the stock of said bank, standing in the name of the bankrupt's son, Samuel C. Thompson, of the value of $30,000.

E. Certain shares of the stock of said bank, standing in the name of the bankrupt's son, Frederick F. Thompson, of the value of $30,000.

F. Certain shares of the stock of the First National Bank, standing in the name of the bankrupt's son, Samuel C. Thompson, of the value of $200,000.

325 G. Certain shares of stock of the said bank, standing in the name of the bankrupt's son, Frederick F. Thompson, of the value of $200,000.

H. Certain shares of the stock of said bank, standing in the name of the bankrupt's wife, of the value of $2,500.

I. An interest in a copartnership between said bankrupt and his sons, Samuel C. Thompson and Frederick F. Thompson, which commenced on or about the day of October, 1857, and continued to the date of the filing of the petition in bankruptcy herein and in the business profits

and assetts of such copartnership, which interest, at the time of filing said petition, was of the value of *of* not less than $200,000.

K. The house and lot known as No. 273 Madison avenue, in the city of New York, standing in the name of the bankrupt's wife, of the value of $45,000.

L. The house and lot known as 275 Madison avenue, in the city
326 of New York, standing in the name of the bankrupt's son, Samuel C. Thompson, of the value of $45,000.

M. The real estate known as No. 44th street, in the city of New York, with the stable thereon erected, standing in the name of the bankrupt's son, Samuel C. Thompson, of the value of $15,000.

N. The house and lot known as No. 271 Madison avenue, in the city of New York, standing in the name of the bankrupt's son, Frederick F. Thompson, of the value of $45,000.

O. The farm and building situate in *in* Canandaigua County, in the State of New York, standing in the name of the bankrupt's son, Frederick F. Thompson, and now occupied by said Frederick F. Thompson, of the value of $25,000.

P. The proceeds of the sale of the fina'cial paper known as "Thompson's Bank-Note Reporter," being at least the sum of $5,000.

Q. The horses and wagons in the possession of the bankrupt's son, Samuel C. Thompson, and of the bankrupt's wife, of the value of $2,500.

327 R. A debt due and unpaid to him from his sons, Samuel C. and Frederick F. Thompson, being for the fair and reasonable value of services rendered by him to them, at their request, for and during the period from the day of October, 1857, to about or during the year 1865, amounting to $300,000.

S. An interest in the business, and the avails thereof, carried on in the name of Thompson Brothers, a firm ostensibly composed of the bankrupt's sons, Samuel C. and Frederick F. Thompson, as bankers and brokers, at No. 2 Wall street, New York City, from the fall of 1857 to about or during the year 1865, to which business the bankrupt contributed the good will of the business theretofore carried on by him at that place, and a valuable lease thereof, and gave during all said period the assistance and support of his constant personal services, advice, financial skill, and judgment, the same being of the value of, per annum, *of* not less than $25,000, under a pretended arrangement with his said sons, by which he was to receive therefore from $50 to $100 per month.

328 Whereas, in truth and in fact, such business was so carried on, and the avails thereof received and held by said Thompson Brothers on a secret trust for the benefit, in whole or in large part, of him, the said bankrupt, and the said avails, amounting to more than $700,000, have ever since been and still are held by the bankrupt's said sons under the same secret trust, and they are liable to account to the bankrupt's assignee in bankruptcy for a large amount on account thereof, to wit, for not less than $300,000.

Second. The said bankrupt had and owned, at the time of filing his petition, certain real and personal property, or had an interest therein, which he fraudulently omitted to deliver to his assignee in bankruptcy, to wit, the real and personal property set forth in the first specification herein, standing in the names of the various persons, and of the value therein mentioned.

Third. That said bankrupt has wilfully sworn falsely in his oath to his petition and his affidavit, annexed to Schedule A of said pe-
329 tition in this, that, at the time of making the oath to his petition

and the affidavit to said schedule, he was not indebted to Thompson Brothers in the sum of $275,000, as stated by the bankrupt in said schedule, and was not indebted to said Thompson Brothers in any amount whatever.

Dated New York, January 2, 1869.

G. A. SEIXAS,
Sol'r for the Merchants' Exchange National Bank, 191 *Broadway*.

(Endorsed:) United States district court, southern district of New York. In the matter of John Thompson, bankrupt. Specifications of objections to discharge of above-named bankrupt. G. A. Seixas, sol'r for the Merchants' Exchange National Bank, 191 Broadway, N. Y. Rec'd & filed 2d Jan'y, 1869.

330

331 In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

To Isaac Dayton, esquire, register in bankruptcy of the district aforesaid:

SIR: Erastus F. Mead, of the city, county, and State of New York, and Jacob H. Brush, of Osage, in the county of Mitchell, and State of Iowa, creditors of John Thompson, the bankrupt aforesaid, who have duly proved their respective debts against said bankrupt's estate, and having notice of his petition for a discharge from his debts, having entered appearances to oppose the same by E. N. Taft, their duly constituted attorney, hereby oppose the granting of said discharge, and for the grounds of such opposition file the following specifications:

First. That said bankrupt has wilfully, intentionally, and fraudulent' omitted from Schedule B, annexed to his petition in bankruptcy herein, and has concealed a part of his estate or effects, and has been guilty of fraud in withholding the same from his assignee, the same being
332 the following real and personal property of which he was the owner, or in which he had an interest at the time of filing said petition:

A. Three hundred shares of the stock of the National Currency Bank, standing in the name of the bankrupt's son, Samuel C. Thompson, of the value of $30,000.

B. Three hundred shares of the stock of said bank standing in the name of the bankrupt's son, Frederick F. Thompson, of the value of $30,000.

C. Two thousand shares of the stock of the First National standing in the name of the bankrupt's son, Samuel C. Thompson, of the value of $200,000.

D. Two thousand shares of the stock of the said First National Bank standing in the name of the bankrupt's son, Frederick F. Thompson, of the value of $200,000.

E. The hourse and lot known as No. 275 Madison avenue, in the city of New York, standing in the name of the bankrupt's son, Samuel C. Thompson, worth at least the sum of $45,000.

333 F. The real estate known as No. 44th street, in the city of New York, with the stable thereon erected, standing in the

name of the bankrupt's son, Samuel C. Thompson, worth at least the sum of $15,000.

G. The house and lot known as No. 271 Madison avenue, in the city of New York, standing in the name of the bankrupt's son, Frederick F. Thompson, worth at least the sum of $45,000.

H. The real estate situate in Cana'daigua County, in the State of New York, standing in the name of the bankrupt's son, Frederick F. Thompson, and now occupied by said Frederick F. Thompson, worth at least the sum of $25,000.

I. An interest in the business and the avails thereof, carried on in the name of Thompson Brothers, a firm ostensibly composed of the bankrupt's sons, Samuel C. and Frederick F. Thompson, as bankers and brokers at No. 2 Wall street, New York city, from the fall of 1857 to the 1st day of July, 1864, or thereabouts, to which business the bankrupt contributed the good will of the business theretofore carried on by him at that place, and a valuable lease thereof, and
334 gave during all said period the assistance and support of his constant personal service, advice, financial skill, and judgment, the same being of the value per annum of not less than twenty-five thousand dollars under a pretended arrangement with his said sons, by which he was to receive therefor from fifty to one hundred dollars per month, whereas, in truth and in fact, said business was carried on, and the avails thereof received and held by said Thompson Brothers on a secret trust for the benefit, in whole or in large part, of him, the said bankrupt, and the said avails amounting to more than seven hundred thousand dollars, have ever since been, and still are, held by the bankrupt's said sons under the same secret trust, and they are liable to account to the bankrupt's assignee in bankruptcy for a large amount on account thereof, to wit, for not less than $300,000.

J. An interest in a copartnership between said bankrupt and his sons, Samuel C. Thompson and Frederick F. Thompson, which commenced in the fall of 1857 and continued to the date of the filing
335 of the petition in bankruptcy herein, and in the business profits and assets of such copartnership, which interest at the time of filing said petition was of the value of not less than $200,000.

K. A debt unpaid and due to the bankrupt from his sons, Samuel C. Thompson and Frederick F. Thompson, being for the fair and reasonable value of the services rendered by him to them, at their request, for and during the period from on or about the 1st day of September, 1857, to the time of the filing of the petition in bankruptcy herein, amounting to $200,000.

Second. That said bankrupt has wilfully sworn falsely in his oath to his said petition, and in his affidavit annexed to Schedule B, annexed to said petitioner, in that none of the above-mentioned property so owned by him, or in which he had an interest as aforesaid, is embraced in said Schedule B, but was by him wilfully and designedly omitted therefrom.

Third. That said bankrupt has wilfully sworn falsely in his
336 oath to his petition, and in his affidavit annexed to Schedule A of said petition, in this, that at the time of making the oath to his petition, and the affidavit to said schedule, he was not indebted to Thompson Brothers in the sum of $275,000, as stated by the bankrupt in said schedule, and was not indebted to said Thompson Brothers in any amount whatever.

E. N. TAFT,
Attorney for Erastus F. Mead & Jacob H. Brush.

Place of business, 137 Broadway, N. Y.; residence, 285 Adelphi st., Brooklyn.

(Endorsed:) U. S. district court for the south'n dist. of N. Y. In the matter of John Thompson, bankrupt. Specifications of grounds of opposition to bankrupt's discharge, by Erastus F. Mead & Jacob H. Brush; E. N. Taft, their att'y, 137 B'way, N. Y. Rec'd & filed 2 Jan'y, 1869.

337 *Order for certificate for discharge.*

In the district court of the United States for the southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } No. 304. In bankruptcy.

At the office of the register, number 202 Broadway, in the city of New York, in said district, on the day of , A. D., 186 . Before Mr. Isaac Dayton, register in bankruptcy.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

The notice prescribed by law, and by the order of this court made in this bankruptcy, on the twenty-third day of January, in the year 1868, requiring all creditors of John Thompson, the bankrupt above named, who have proved their debts, and other persons in interest, to appear on the 18th day of February, 1868, at eleven o'clock in the forenoon, at the office of the said register above mentioned, and show cause why the prayer of the petition of the bankrupt for a discharge should not be granted, and why a discharge should not be granted to the said bankrupt, having been published and served as required by law and by the said order:

And excepting, as hereinafter stated and set forth, no creditors or other persons in interest having appeared and shown cause
338 as required by the said order and notice, and the examination of the said bankrupt pursuant to an order of this court under the twenty-eighth section of the act of Congress hereinafter mentioned, known as the bankrupt act, being pending, and the appearing of the said application of the bankrupt to be discharged from his debts, having been, by reason thereof, and of the examination of certain witnesses under the said 26th section of the said act, duly adjourned from day to day until the 15th day of December, 1868, and the creditors hereinafter named having, on the said 15th day of December, 1868, duly entered their appearance in writing in opposition to the discharge of the bankrupt:

And the said register having examined the papers and proceedings in the said bankruptcy, and the assignee or a creditor excepting, as hereinafter set forth, as aforesaid, not opposing, the said register having examined the said bankrupt on oath, and having filed the deposition of the said bankrupt on oath to the effect that he has not done, suffered, or been privy to any act, matter, or thing specified in the act entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2d, 1867, as a ground for withholding his discharge, or as invalidating such discharge if granted.

339 The register hereby certifies that the said bankrupt has, excepting as to the objections of the creditors hereinafter named,

herewith returned to the court, in all things conformed to his duty under the said "Act to establish a uniform system of bankruptcy throughout the United States," and that, excepting as to the said objections, he is entitled, under the provisions thereof, to receive a discharge.

The following is a list of the creditors of the said bankrupt, who, on the fifteenth day of December, 1868, entered their appearance in opposition to the discharge of the said bankrupt. It is ordered that a certificate be issued by the register, certifying the said facts to the court in this bankruptcy:

The Merchants' Exchange National Bank; Erastus F. Mead; Jacob H. Brush.

Register in Bankruptcy.

The register returns herewith the entry in writing of the appearance of the said creditors opposing the application of the bankrupt for discharge, in opposition to such discharge, and the specifications in writing of the grounds of the objections, filed by the said creditors with the undersigned against the discharge of the said bankrupt from his debts.

ISAAC DAYTON,
Register in Bankruptcy.

340

341 No. 304.

District court of the United States, southern district of New York.

Whereas John Thompson has been duly adjudged a bankrupt under the act of Congress establishing a uniform system of bankruptcy throughout the United States, and appears to have conformed to all the requirements of law in that behalf:

It is, therefore, ordered by the court that the said John Thompson be forever discharged from all debt and claims which by said act are made provable against his estate, and which existed on the ninth day of October, 1867, on which day the petition for adjudication was filed by him, excepting such debts, if any, as are by said act excepted from the operation of a discharge in bankruptcy.

Given under my hand and the seal of the court, at the city of New York, in the said district, this fourteenth day of June, A. D. 1869.

SAMUEL BLATCHFORD,
District Judge.

Filed this 14th day of June, 1869, at 3 o'clock p. m.

GEO. F. BETTS, *Clerk.*

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343 United States district court, southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

To John Thompson, the bankrupt above named, Edwin Morse, solicitor for said bankrupt, & George F. Betts, clerk of the district court of the United States for the southern district of New York:

Please take notice that Erastus F. Mead, a creditor of the above-named bankrupt, who has by his solicitor, E. N. Taft, opposed the discharge of said bankrupt, does hereby appeal to the circuit court of the United States for the southern district of New York granting a discharge to the said bankrupt, and from the order entered in the office of the clerk of said court on the fourteenth day of June, 1869, granting said discharge, and from each and every part of said order.

Dated New York, June 23d, 1869.

E. N. TAFT,
Solicitor for Erastus F. Mead.

(Endorsed:) U. S. district court for the southern district of New
344 York. In the matter of John Thompson, bankrupt. Notice of appeal. E. N. Taft, sol'r for Erasmus F. Mead. Filed June 24th, 1869, at 2 o'clock p. m.

345 *Bond for costs.*

Circuit court of the United States of America, for the southern district of New York, in the second circuit.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

Know all men by these presents that we, Erastus F. Mead, of No. 155 East 27th street, New York City, and Thomas Clark, jr., of No. 80 Pierpont street, Brooklyn, New York, and William Raynor, of No. 80 Wilson street, Brooklyn, N. Y., are held and firmly bound unto the above-named John Thompson, bankrupt, in the sum of two hundred and fifty dollars, to be paid to the said John Thompson, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally firmly by these presents, sealed with our seals, and dated the third day of July, in the year of our Lord one thousand eight hundred and sixty-nine.

Whereas the above-named Erastus F. Mead has appealed to the circuit court of the United States for the southern district of New York, in the second circuit, to reverse the decision rendered in the above-entitled suit, by the judge of the district court of the United States for the southern district of New York, and the order entered thereupon in said court granting a discharge to said bankrupt on the 14th day of June, 1869;

Now, therefore, the condition of this obligation is such that if the above-named Erastus F. Mead shall prosecute said appeal to effect and answer all damages and costs, if said appellant fails to obtain a reversal of said order & decision, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

E. F. MEAD. [L. S.]
THOMAS CLERK, JR. [L. S.]
W'M RAYNOR. [L. S.]

Sealed and delivered and taken and acknowledged this third day of July, 1869, before me.

R. E. STILWELL,
U. S. Comm'r.

346 UNITED STATES OF AMERICA,
Southern District of New York, ss:

Thomas Clark, jr., and William Raynor being duly sworn, doth depose and say, and each for himself says, that he is worth the sum of five hundred dollars over and above all his just debts and liabilites.

THOMAS CLARK, JR.
W'M RAYNOR.

Sworn to this third day of July, A. D. 1869, before me.

R. E. STILWELL,
U. S. Comm'r.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Henry L. Smith, being duly sworn, doth depose and say that, on the 3d day of July, 1869, at the city of New York & district aforesaid, he served the within bond on John Thompson, the within-named bankrupt, by delivering to and leaving with a person in charge of said Thompson's office, at No. 2 Wall street, said city, a true copy of said bond.

And deponent further says that on the same day at said city he served the within bond on Edwin More, esq., the attorney of said bankrupt, by leaving a copy thereof on the desk of said More, at No. 141 Broadway, said city & district, he, said More, being absent therefrom at the time.

H. L. SMITH.

Sworn before me this 3d day of July, 1869.

R. E. STILWELL,
U. S. Com.

(Indorsed:) Vol. , page . U. S. circuit court. In the matter of John Thompson, bankrupt. Bond for costs on . E. H. Taft, 137 Broadway, per E. F. Mead, proctor. Filed this 3d day of July, 1869, at 3 o'clock p. m.

347 Circuit court of the United States, second circuit southern district of New York.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

To the Honorable Samuel Nelson, judge of the United States circuit court, second circuit, southern district of New York:

The petition of Erastus F. Mead, by E. N. Taft, his solicitor, respectfully shows to this honorable court and alleges as follows:

That on or about the 9th day of October, 1867, John Thompson, the bankrupt above-named, filed in the district court of the United States for the southern district of New York, a petition in bankruptcy in the form and after the manner required by the act of Congress, entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2d, 1867, and annexed to said petition two certain schedules porporting to set forth a full and true statement of all his debts, and an accurate inventory of all his estate, both
348 real and personal, assignable under the provisions of said act, and prayed therein that he might be adjudged by the court to be

a bankrupt within the purview of said act, and that he might be decreed to have a certificate of discharge from all his debts provable under said act.

And your petitioner further represents and alleges that thereafter said petition was referred to Mr. Isaac Dayton, a register in bankruptcy of said court, to take such proceedings thereon as are required by said act, and said register did thereafter, and on the 15th day of October, 1867, adjudicate the said John Thompson a bankrupt.

That thereafter, on the 2d day of March, 1868, your petitioner filed with said register a proof of debt against the estate of said bankrupt in the manner and after the form prescribed by said act for the sum of $3,536.55 and interest.

That on or about the 9th day of January, 1868, the Merchants' Exchange National , a creditor of said bankrupt, having duly filed proof of their debt against said bankrupt, by G. A. Seixas, esq., their solicitor, duly procured an order of the court requiring said bankrupt to appear before said register at a time named in said order, and submit
349 to the examination required by said act; and that on or about the 5th day of March, 1868, your petitioner also procured an order of the court, returnable on the 6th day of March, 1868, requiring said bankrupt to appear at the time therein named and submit to the examination required by said act. That said orders were duly served on said bankrupt, and said bankrupt appeared before said register on the return days thereof, and said examination was thereupon commenced, and the same was continued under both of said orders in conjunction, from time to time, until the 1st day of December, 1868.

That during the pending of said proceedings before said register, certain witnesses were examined in opposition to the discharge of said bankrupt.

That on the 23d day of January, 1868, said bankrupt filed in said court a petition setting forth that on said 15th day of October, 1867, he had been duly declared a bankrupt under said act; that he had duly surrendered all his property and rights of property, and had fully complied with and obeyed all the orders of the court touching his
350 bankruptcy, and was ready to submit himself to any other and further examination, orders, and directions which the court might require, and prayed therein that he might be decreed by the court to have a full discharge from all his debts provable under said act, and a certificate granted in accordance therewith.

That thereupon an order was issued by the court requiring all creditors of said bankrupt who had proved their debts, and other persons in interest to appear before said register on the 18th day of February, 1868, and show cause, if any they had, why the prayer of said petition should not by granted. That on the return day of said order and thereafter, the examination of said bankrupt being still pending, said meeting was adjourned from time to time until the 15th day of December, 1868, when your petitioner duly entered his appearance in writing in opposition to the discharge of said bankrupt, in conjunction with one Jacob H. Brush, also a creditor of said bankrupt, who had filed due proof of his debt, and had duly entered his appearance in oppo-
351 sition to the discharge of said bankrupt, and did thereafter, within the time required by the 24th general order in bankruptcy, file the following specifications of his objections to said discharge, to wit:

"In the district court of the United States for the southern district of New York.

"IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankrup'cy.

"To Isaac Dayton, esq'r, register in bankruptcy of the district aforesaid:

"SIR: Erastus F. Mead, of the city, county, and State of New York, and Jacob H. Brush, of Osage, in the county of Mitchell and State of Iowa, creditors of John Thompson, the bankrupt aforesaid, who have duly proved their respective debts against said bankrupt's estate, and having notice of his petition for a discharge from his debts, having entered appearance to oppose the same by E. N. Taft, their duly constituted attorney, hereby oppose the granting of said discharge, and for the grounds of such opposition, file the following specifications:

352 "First. That said bankrupt has wilfully, intentionally and fraudulently omitted from Schedule B, annexed to his petition in bankruptcy herein, and has concealed a part of his estate or effects, and has been guilty of fraud in withholding the same from his assignee, the same being the following real and personal property of which he was the owner, or in which he had an interest, at the time of filing said petition:

"A. Three hundred shares of the stock of the National Currency Bank, standing in the name of the bankrupt's son, Samuel C. Thompson, of the value of $30,000.

"B. Three hundred shares of the stock of said bank, standing in the name of the bankrupt's son, Frederick F. Thompson, of the value of $30,000.

"C. Two thousand shares of the First National Bank, standing in the name of bankrupt's son, Samuel C. Thompson, of the value of $200,000.

"D. Two thousand shares of the stock of *of* the said First National Bank, standing in the name of bankrupt's son, Frederick F.

353 Thompson, of the value of $200,000.

"E. The house and lot, known as No. 275 Madison Avenue, in the city of New York, standing in the name of the bankrupt's son, Samuel C. Thompson, worth at least the sum of $45,000.

"F. The real estate, known as No. 44th street, in the city of New York, with the stable thereon erected, standing in the name of the bankrupt's son, Samuel C. Thompson, worth at least the sum of $15,000.

"G. The house and lot, known as 271 Madison Avenue, in the city of New York, standing in the name of the bankrupt's son, Frederick F. Thompson, worth at least the sum of $45,000.

"H. The real estate, situate in Cana'daigua County, in the State of New York, standing in the name of the bankrupt's son, Frederick F. Thompson, and now occupied by said Frederick F. Thompson, worth at least the sum of $25,000.

"I. An interest, in the business and avails thereof carried on,

354 in the name of Thompson Brothers, a firm ostensibly composed of the bankrupt's sons, Samuel C. and Frederick F. Thompson, as bankers and brokers, at No. 2 Wall street, New York City, from the fall of 1857 to the first day of July, 1864, or thereabouts, to which business the bankrupt contributed the good will of the business theretofore carried on by him at that place, and a valuable thereof, and gave, during all said period, the assistance and support of his constant per-

sonal service, advice, financial skill and judgment, the same being of the value per annum of not less than twenty-five thousand dollars, under a pretended arrangement with his said sons, by which he was to receive therefor from fifty to one hundred dollars per month, whereas, in truth and in fact, said business was carried on and the avails thereof received and held by said Thompson Brothers on a secret trust for the benefit in whole or in large part of him, the said bankrupt, and the said avails, amounting to more than seven hundred thousand dollars, have ever since been, and still are, held by the bankrupt's said sons under the same secrect trust, and they are liable to account to the
355 bankrupt's assignee in bankruptcy for a large amount and account thereof, to wit, for not less than $300,000.

"J. An interest in the co-partnership between said bankrupt and his sons, Samuel C. Thompson and Frederick F. Thompson, and which commenced in the fall of 1857 and continued to the date of the filing of the petition in bankruptcy herein, and in the business profits and assets of such copartnership, which interest, at the time of filing said petition, was of the value of not less than $200,000.

"K. A debts unpaid and due to the bankrupt from his sons, Samuel C. Thompson and Frederick F. Thompson, being for the fair and reasonable value of services rendered by him to them at their request for and during the period from, on, or about the 1st day of September, 1857, to the time of the filing of the petition in bankruptcy herein, amounting to $200,00 .

"Second. That said bankrupt has wilfully sworn falsely in his oath to his said petition and in his affidavit annexed to Schedule B,
356 annexed to said petition, in that none of the above-mentioned property so owned by him, or in which he had an interest as aforesaid, is embraced in said Schedule B, but was by him wilfully and designedly wholly omitted therefrom.

"Third. That said bankrupt has wilfully sworn falsely in his oath to his petition and in his affidavit, annexed to Schedule A of said petition, in this, that, at the time of making the oath to his petition and the affidavit to said schedule, he was not indebted to Thompson Brothers in the sum of $275,000, as stated by the bankrupt in said schedule, and was not indebted to said Thompson Brothers in any amount whatever.

"E. N. TAFT,

"*Attorney for Erastus F. Mead and Jacob H. Brush.*

"Place of business, 137 Broadway, N. Y.; residence, 285 Adelphi st., Brooklyn."

That thereupon said register certified to said court all the proceedings had upon said petition, together with the examination of said bankrupt and the testimony of said witnesses.

357 That the issues raised by said specifications coming on to be heard before the Honorable Samuel Blatchford, judge of said court, after hearing counsel on behalf of said bankrupt and of your petitioner in opposition to said discharge, his honor made a decision granting said discharge; and thereupon, upon the 14th day of June, 1869, an order was entered in said court, declaring said bankrupt forever discharged from all his debts provable under said act.

And your petitioner further respectfully represents that your petitioner feels greatly aggrieved by said decision of his hon. Judge Blatchford, and by the order granting said bankrupt a discharge entered thereupon, and the hardship thereof upon your petitioner.

And your petitioner further represents that the debt due your petitioner and proved against said bankrupt is more than five hundred dollars.

Wherefore your petitioner prays that your honor will review the said decision of his honor Judge Blatchford, and reverse the same and the said order entered thereupon, and decree that said bankrupt is
358 not entitled to his discharge under said act, and for such other and further order or relief in the premises as to your honor may seem just.

E. F. MEAD, *Petitioner.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Erastus F. Mead, being duly sworn, says that he is the petitioner mentioned in the foregoing petition; that he has read the said petition, and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters therein stated on information and belief, and as to those matters he believes *it* to be true.

ERASTUS F. MEAD.

Sworn to before me this 3d day of July, 1869.

R. E. STILWELL,
U. S. Comm'r.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Henry L. Smith, being duly sworn, doth depose and say that, on the 3d day of July, 1869, at the city of New York, and district aforesaid, he served the foregoing petition on John Thompson, the bank-
359 rupt in said petition named, by delivering to and leaving with a person in charge of said Thompson's office, at No. 2 Wall street, in said city, a copy of said petition.

And deponent further says that, on the same day, at said city and district, he served the said petition on Edwin Moore, the attorney or solicitor of said bankrupt, by leaving a copy of said petition on the desk of said Moore, in his office, at 141 Broadway, said city, he, said Moore, being absent therefrom at the time.

HENRY L. SMITH.

Sworn before me this 3d day of July, 1869.

KENNETH G. WHITE,
U. S. Commissioner.

360

361 At a stated term of the circuit court of the United States of America for the southern district of New York, in the second circuit, held at the United States court-rooms in the city of New York, on Tuesday, the 4th day of April, in the year of our Lord one thousand eight hundred and seventy-one:

Present, the Honorable Lewis B. Woodruff, circuit judge.

IN THE MATTER OF JOHN THOMPSON, A BANKRUPT.

The appeal in this cause coming on to be heard on a petition of review in bankruptcy, Mr. G. A. Seixas is heard on the part of the Merchant's Exchange National Bank. Mr. E. N. Taft is heard on part of Erastus F. Mead.

362

363 At a stated term of the circuit court of the United States of America for the southern district of New York, in the second circuit, held at the United States court-rooms in the city of New York, on Wednesday, the 5th day of April, in the year of our Lord one thousand eight hundred and seventy-one:

Present, the Honorable Lewis B. Woodruff, circuit judge.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

The review in this cause being still on hearing, Mr. E. More is heard on the part of the bankrupt.

(Decree below affirmed.)

364

365 At a stated term of the circuit court of the United States of America for the southern district of New York, in the second circuit, held at the United States court-rooms in the city of New York, on Thursday, the 13th day of April, in the year of our Lord one thousand eight hundred and seventy-one:

Present, the Honorable Lewis B. Woodruff, circuit judge.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

The petitions of Erastus F. Mead, by E. N. Taft, esq'r., his solicitor, and the Merchant's Exchange National Bank, by G. A. Seixas, esq'r., their solicitor, creditors of the said John Thompson, bankrupt, for a review of the order granted by the United States district court for the southern district of New York, on the fourteenth day of June, 1869, declaring said bankrupt forever discharged from all his debts provable under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2nd, 1867, having been brought to a hearing before this court, after hearing E. N. Taft, esq'r., & G. A. Seixas, in behalf of said creditors, respectively, and E. More, of counsel for said bankrupt, it is ordered and adjudged that the said order entered in the said district court, declaring the said John Thompson, bankrupt, discharged from all his debts as aforesaid, be, and the same hereby is, in all things affirmed.

366 (S'd) L. B. WOODRUFF, *Circuit J.*

367 In the circuit court of the United States for the southern district of New York, in the second circuit.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

To E. More, esq'r., solicitor for bankrupt, and Kenneth G. White, esq'r., clerk of the circuit court for the southern district of New York, and John Thompson bankrupt:

Please to take notice that the Merchant's Exchange National Bank of the City of New York, a creditor of the above-named bankrupt, hereby appeals to the Supreme Court of the United States from the decision of his honor Lewis B. Woodruff, judge of the said United States circuit court for the southern district of New York, and the decree entered

thereupon on the 13th day of April, 1871, affirming the decision of the district court of the United States for the southern district of New York, granting a discharge from all his debts provable under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2d, 1867, to the above-named bankrupt, and from every part of said decree.

368 Dated New York, April 21st, 1871.

Yours, &c.,

G. A. SEIXAS,
Sol'r for the Merchants' Exchange National Bank,
254 Broadway, N. Y. City.

(Endorsed:) U. S. circuit court, southern district of New York. In the matter of John Thompson, bankrupt. Notice of appeal. G. A. Seixas, solicitor for the Merchants' Exchange National Bank, 254 Broadway, to Kenneth G. White, esq'r., clerk, 41 Chambers st. Filed April 22d, 1871.

369 In the Supreme Court of the United States.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

To the honorable Supreme Court of the United States:

The petition of the Merchants' Exchange National Bank, of the city, county, and State of New York, respectfully shows to this honorable court and alleges as follows:

That, on or about the 9th day of October, 1867, John Thompson, the bankrupt above named, filed, in the district court of the United States for the southern district of New York, a petition in bankruptcy, in the form and after the manner required by the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2d, 1867, and annexed to said petition two certain schedules, purporting to set forth a full and true statement of all his debts, and an accurate inventory of his estate, both real and personal, assignable under the provisions of said act, and prays therein that he might be adjudged by the court to be a bankrupt within the
370 purview of said act, and that he might be decreed to have a certificate of discharge from all his debts provable under said act.

And your petitioner further represents and alleges that thereafter said petition was referred to Mr. Isaac Dayton, a register in bankruptcy of said court, to take such proceedings thereon as are required by said act, and said register did thereafter, and on the 15th day of October, 1867, adjudicate the said John Thompson a bankrupt.

That, thereafter, on the day of January, 1868, your petitioner filed with said register a proof of debt against the estate of said bankrupt, in the manner and after the form prescribed by said act, for the sum of two thousand four hundred and seventy-nine $\frac{10}{100}$ dollars, and interest.

That subsequently, and on or about the 9th day of January, 1868, your petitioner, through its solicitor, duly procured an order of the said district court of the United States, requiring said bankrupt to appear before said register at the time named in said order, to wit, the 15th day of January, A. D. 1868, and submit to the examination required by said act.

That said order was duly served on said bankrupt, and said bankrupt appeared before said register on the return-day thereof, and said

examination was thereupon commenced, and the same was con-
371 tinued under said order from time to time, until the first day of December, 1868.

That, during the pendency of said proceedings before said register, certain witnesses were examined in opposition to the discharge of said bankrupt. That on the 23d day of January, 1868, said bankrupt filed in said court a petition, setting forth that on said 15th day of October, 1867, he had been duly declared a bankrupt under said act; that he had duly surrendered all his property and rights of property, and had fully complied with and obeyed all the orders of the court touching his bankruptcy, and was ready to submit himself to any other and further examination, orders, and directions which the court might require, and prayed therein that he might be decreed by the court to have a full discharge from all his debts provable under said act, and a certificate thereof granted in accordance therewith.

That thereupon an order was issued by the court requiring all creditors of said bankrupt who had proved their debts, and other persons in interest, to appear before said register on the 18th day of February, 1868, and show cause, if any they had, why the prayer of said petition should not be granted.

That on the return-day of said order, and thereafter, the examination of said bankrupt being still pending, said meeting was adjourned from time to time until the 15th day of December, 1868, when your petitioner duly entered its appearance in writing, in opposition to the dis-
372 charge of said bankrupt, and did thereafter, within the time required by the 24th general order in bankruptcy, file the following specifications of the objections to said discharge:

"In the district court of the United States, southern district of New York.

"IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

"The Merchant's Exchange National Bank, creditors of the bankrupt above named, who have duly proved their debt and entered their appearance in opposition to the discharge of *of* the bankrupt above named, now, by Gershom A. Seixas, their duly constituted attorney, file the following as the specifications of their objections to the discharge of said bankrupt.

"First. That said bankrupt has wilfully sworn falsely in his oath to his petition in bankruptcy herein and in his affidavit annexed to Schedule B, annexed to said petition, in that said bankrupt had and owned, or had an interest in, at the time of making such oath and affidavit, and at the time of filing his petition, as he then well knew, the follow-
373 ing real and personal property, which was intentionally omitted by said bankrupt from his said schedule, to wit:

"A. Certain shares of the stock of the National Currency Bank, standing in the name of the bankrupt's son-in-law, Francis Granger Adams, of the value of $25,000 and upwards.

"B. Certain shares of the stock of said bank, standing in the name of the bankrupt's daughter, Mrs. Francis Granger Adams, of the value of $5,000 and upwards.

"C. Certain shares of the stock of said bank, standing in the name of the bankrupt's wife, Thompson, of the value of $15,000.

"D. Certain shares of the stock of said bank, standing in the name of the bankrupt's son, Samuel C. Thompson, of the value of $30,000.

"E. Certain shares of the stock of said bank, standing in the name of the bankrupt's son, Frederick F. Thompson, of the value of $30,000.

"F. Certain shares of the stock of the First National Bank, standing in the name of the bankrupt's son, Samuel C. Thompson, of the value of $200,000.

374 "G. Certain shares of the stock of the said bank, standing in the name of the bankrupt's son, Frederick F. Thompson, of the value of $200,000.

"H. Certain shares of the stock of said bank, standing in the name of the bankrupt's wife, of the value of $2,500.

"I. An interest in a co-partnership between said bankrupt and his son', Samuel C. Thompson and Frederick F. Thompson, which commenced on or about the day of October, 1857, and continued to the date of the filing of the petition in bankruptcy herein, and in the business profits and assets of such co-partnership, which interest, at the time of filing said petition, was of the value of not less than $200,000.

"K. The house and lot known as No. 273 Madison avenue, in the city of New York, standing in the name of the bankrupt's wife, of the value of $45,000.

"L. The house and lot known as No. 275 Madison avenue, in the city of New York, standing in the name of the bankrupt's son, Samuel C. Thompson, of the value of $45,000.

375 "M. The real estate known as No. 44th street, in the city of New York, with the stable thereon erected, standing in the name of the bankrupt's son, Samuel C. Thompson, of the value of $15,000.

"N. The house and lot known as No. 271 Madison avenue, in the city of New York, standing in the name of the bankrupt's son, Frederick F. Thompson, of the value of $45,000.

"O. The farm and buildings situate in Canandaigua County, in the State of New York, standing in the name of the bankrupt's son, Frederick F. Thompson, and now occupied by said Frederick F. Thompson, of the value of $25,000.

"P. The proceeds of the sale of the financial paper known as "Thompson's Bank-Note Reporter," being at least the sum of $5,000.

"Q. The horses and wagons in the possession of the bankrupt's son, Samuel C. Thompson, and of the bankrupt's wife, of the value of $2,500.

"R. A debt due and unpaid to him from his sons, Samuel C.
376 and Frederick F. Thompson, being for the fair and reasonable value of services rendered by him to them at their request, for and during the period from the day of October, 1857, to about or during the year 1865, amounting to $300,000.

"S. An interest in the business, and the avails thereof, carried on in the name of Thompson Brothers, a firm ostensibly composed of the bankrupt's sons, Samuel C. and Frederick F. Thompson, as bankers and brokers, at No. 2 Wall street, New York City, from the fall of 1857 to about and during the year 1865, to which business the bankrupt contributed the good will of the business theretofore carried on by him at that place, and a valuable lease thereof, and gave during all said period the assistance and support of his constant personal services, advice, financial skill, and judgment, the same being of the value of (per annum) not less than $25,000, under a pretended arrangement with his said sons, by which he was to receive therefor from $50 to $100 per month, whereas, in truth and in fact, such business was so carried on and the avails thereof received and held by said Thompson Brothers on

a secret trust, for the benefit, in whole or in large part, of him,
377 the said bankrupt, and the said avails, amounting to more than $700,000, have ever been and still are held by the bankrupt's said sons under the same secret trust; and they are liable to account to the bankrupt's assignee in bankruptcy for a large amount thereof, to wit, for not less than $300,000.

"Second. The said bankrupt had and owned, at the time of filing his petition, certain real and personal property, or had an interest therein, which he fraudulently omitted to deliver to his assignee in bankruptcy, to wit:

"The real and personal property set forth in the first specification herein, standing in the name of the various persons and of the value therein mentioned.

"Third. That said bankrupt has wilfully sworn falsely in his oath to his petition and in his affidavit annexed to Schedule "A" of said petition, in this, that, at the time of making the oath to his petition and the affidavit to said schedule, he was not indebted to Thompson Brothers in the sum of $275,000, as stated by the bankrupt in said schedule, and was not indebted to said Thompson Brothers in any amount whatever.

378 "Dated New York, January 2d, 1869.

"G. A. SEIXAS,

"*Solicitor for the Merchant's Exchange National Bank,*

"191 *Broadway.*"

That thereupon said register certified to said court all the proceedings had upon said petition, together with the examination of said bankrupt and the testimony of said witnesses.

That the issues raised by said specifications, coming on to be heard before said court, after hearing counsel in behalf of said bankrupt, and of your petitioner in opposition to said discharge, said court granted said bankrupt a discharge, as prayed for, as aforesaid; and thereupon, on the 14th day of June, 1869, an order or decree was entered in said court declaring said bankrupt forever discharged from all his debts provable under said act.

And your petitioner further represents that thereafter, and on the 3d day of July, 1869, a petition was duly filed in the circuit court of the United States for the southern district of New York, and served upon said bankrupt, addressed to Honorable Samuel Nelson, the judge thereof, by your petitioner, as a creditor of said bankrupt, having duly proved its claim as aforesaid, setting forth the facts before mentioned,
and praying for a review of the said decision of his honor Judge
379 Blatchford, and a reversal of the same and of the order entered thereupon, and for a decree that said bankrupt is not entitled to his discharge; that at the same time a notice of appeal was duly served by your petitioner upon the said bankrupt and upon the clerk of said United States district court, and a bond for costs upon the said appeal to the U. S. circuit court aforesaid was duly executed, approved, and filed.

That thereupon the whole record of all the proceedings theretofore had in the said case of John Thompson, bankrupt, including the said examination and testimony, was duly certified & transmitted into said circuit court.

That the said petition and appeal came on to be heard before the said circuit court, held by the Honorable Lewis B. Woodruff, a judge thereof, upon the said proceedings, examination, and testimony; and

thereupon, after hearing counsel on behalf of your petitioner, and of the bankrupt in opposition, said court made a decision affirming said discharge of said bankrupt; and, on the 13th day of April, 1871, a decree was entered in said court whereby it was ordered and adjudged that the said order of discharge so made by said U. S. district court be in all things affirmed.

And your petitioner further respectfully represents that your petitioner feels greatly aggrieved by said decision of his honor Judge Woodruff, and by the decree affirming the order, granting said
380 bankrupt a discharge, entered thereupon, and the hardship thereof upon your petitioner.

And your petitioner further represents that the debt due your petitioner, and proved against said bankrupt's estate, and the matter in dispute herein, exceeds two thousand dollars.

Wherefore your petitioner appeals from said decree of said circuit court, and respectfully prays that the said decree of said circuit court, and all the said proceedings, examination, and testimony in said case of John Thompson, bankrupt, may be sent to the Supreme Court of the United States without delay, and that the said Supreme Court will proceed to hear the said cause anew, and that the said decree of the said circuit court, and every part thereof, may be reversed, and decree made that said bankrupt is not entitled to a discharge, or such other decree as to the said Supreme Court shall seem just.

The Merchants' Exchange National Bank, pe'tioner,
By W'M A. THOMSON,
President.

G. A. SEIXAS,
Solicitor for Petitioner, 254 Broadway, N. Y. City.

UNITED STATES OF AMERICA,
Southern District of New York,
City & County of New York, ss:

381 William A. Thomson, being duly sworn, deposes and says that he is the president of the Merchants' Exchange National Bank of the City of New York, the petitioner above named; that he is acquainted with the facts of this matter; that he has read the foregoing petition, and knows the contents thereof; that the same is true of his own knowledge, except as to those matters therein stated on information and belief, and as to those matters he believes *it* to be true.

W'M A. THOMSON.

Sworn to before me this 20th day of April, 1871.
JOHN A. SHIELDS,
U. S. Commissioner, S. D. of N. Y.

(Endorsed:) In the Supreme Court of the United States. In the matter of John Thompson, bankrupt. Petition for review. G. A. Seixas, sol'r for the Merchants' Exchange National Bank, 254 Broadway, N. Y. City.

Due service of a copy of the within petition is hereby admitted.
New York, April 22, 1871.
E. MORE,
Sol'r for Bankrupt.

Filed April 22, 1871.

382

383 *Bond for costs.*

Circuit court of the United States of America for the southern district of New York, in the second circuit.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

Know all men by these presents that we, the Merchants' Exchange National Bank of the City of New York, Robert Seaman, of No. 15 West 37th street, in the city of New York, and Philip Tillinghast, of No. 26 Grammercy park, in the city of New York, are held and firmly bound unto the above-named John Thompson in the sum of two thousand dollars, to be paid to the said John Thompson; for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated the twenty-second day of April, in the year of our Lord one thousand eight hundred and seventy-two.

Whereas the Merchants' Exchange National Bank of the city of New York, a creditor of said bankrupt, has prosecuted an appeal to the Supreme Court of the United States of America, to reverse the decree rendered in the above-entitled suit by the judge of the circuit court of the United States for the southern district of New York, in the second circuit, in the proceedings on appeal therein:

Now, therefore, the condition of this obligation is such that, if the above-named, the Merchants' Exchange National Bank of the City of New York shall prosecute the said appeal to effect, and answer all damages and costs if it shall fail to make the said appeal good, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

Merchants' Exchange National Bank, in the city of New York,
By W'M A. THOMSON, *President.*
ROB'T SEAMAN. [L. S.]
PHILIP TILLINGHAST. [L. S.]

Sealed and delivered, and taken and acknowledged this 22d day of April, 1871, before me.

R. E. STILWELL,
U. S. Com'r.

384 UNITED STATES OF AMERICA,
Southern District of New York, ss:

Robert Seaman, of No. 15 West 37th street, in the city of New York, and Philip Tillinghast, of No. 26 Grammercy park, New York City, being duly sworn, depose and say, and each for himself saith, that he is worth the sum of four thousand dollars, over and above all his just debts and liabilities.

ROB'T SEAMAN.
PHILIP TILLINGHAST.

Sworn to this twenty-second day of April, A. D. 1871, before me.
R. E. STILWELL,
U. S. Com'r for the Southern District of New York.

(Indorsed:) Vol. , page . U. S. Supreme Court. In the mat-

ter of John Thompson, bankrupt. Bond for costs on appeal from the U. S. circuit court. G. A. Seixas, sol'r for the Merchants' Exchange National Bank, 204 Broadway, N. Y. Filed this 22d day of April, 1871. Approved April 22d, 1871. L. B. Woodruff, circuit judge.

385 By the Honorable Lewis B. Woodruff, judge of the circuit court of the United States for the southern district of New York, second circuit, to John Thompson, bankrupt:

Whereas the Merchants' Exchange National Bank, appellant in a proceeding on appeal wherein the said The Merchants' Exchange National Bank of the City of New York was appellant and you were respondent, has lately appealed to the Supreme Court of the United States from a decree rendered by the circuit court of the United States for the southern district of New York, second circuit, in said proceeding on appeal dismissing the petition for review therein;

And whereas the said The Merchants' Exchange National Bank of the City of New York, appellant, has filed the security required by law upon its said appeal:

You are, therefore, cited to appear before the Supreme Court of the United States on the first Monday of December, 1871, and show cause, if any there be, why the decree named in the aforesaid appeal should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the Honorable Salmon P. Chase, Chief Justice of the
386 Supreme Court of the United States, at the city of New York, this 22d day of April, in the year one thousand eight hundred and seventy-one.

L. B. WOODRUFF,
Circuit Judge.

(Endorsed:) In the Supreme Court of the United States. The Merchants' Exchange National Bank vs. John Thompson. Citation. G. A. Seixas, sol'r for the Merchants' Exchange National Bank, 254 Broadway.

Due service of a copy of the within citation is hereby admitted. Dated N. Y., April 22, 1871.

E. MORE,
Sol'r for Bankrupt.

Filed April 22, 1871.

387 In the circuit court of the United States for the southern district of New York, in the second circuit.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } Bankruptcy.

To E. More, esq., solicitor for bankrupt, and Kenneth G. White, esq., clerk of the U. S. circuit court for the southern district of New York, and John Thompson, the bankrupt above named:

Please to take notice that Erastus F. Mead, of the city, county, and State of New York, a creditor of the above-named bankrupt, hereby appeals to the Supreme Court of the United States from the decision of his honor, Lewis B. Woodruff, judge of the said United States circuit court for the southern district of New York, and the decree entered

thereupon on the 13th day of April, 1871, affirming the decision of the district court of the United States for the southern district of New York, granting a discharge from all his debts provable under the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2d, 1867, to the
388 above-named bankrupt, and from every part of said order.

Very resp'y, &c.,

E. N. TAFT,

Sol. for Erastus F. Mead, 137 Broadway, N. Y. City.

Dated New York, April 21st, 1871.

(Endorsed:) Circuit court U. S., southern district of New York. In the matter of John Thompson, bankrupt. Notice of appeal. E. N. Taft, sol. for E. F. Mead.

Due service this day of notice of appeal (of which the within is a copy) is hereby admitted.

New York, April 24th, 1871.

E. MORE.

Filed April 24, 1871.

389 In the Supreme Court of the United States.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

To the honorable the Supreme Court of the United States of America:

The petition of Erastus F. Mead, by E. N. Taft, his solicitor, respectfully shows to this honorable court, and alleges as follows:

That, on or about the 9th day of October, 1867, John Thompson, the bankrupt above named, filed in the district court of the United States for the southern district of New York, a petition in bankruptcy in the form and after the manner required by the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2nd, 1867, and annexed to said petition two certain schedules purporting to set forth a full and true statement of all his debts, and an accurate inventory of all his estate, both real and personal, assignable under the provisions of said act, and prayed therein that he might be adjudged by the court to be a bankrupt within the purview of said act, and that he might be decreed to have a certificate of discharge from all his debts provable under said act.

390 That the amount of his debts, as shown by said inventory, exceeds three hundred thousand dollars. And your petitioner further represents and alleges that, thereafter, said petition was referred to Mr. Isaac Dayton, a register in bankruptcy of said court, to take such proceedings thereon as are required by said act, and said register did thereafter, and on the 15th day of October, 1867, adjudicate the said John Thompson a bankrupt.

That thereafter, on the 2d day of March, 1868, your petitioner filed with said register a proof of debt against the estate of said bankrupt in the manner and after the form prescribed by said act, for the sum of $3,536.65, & interest.

That, on or about the 9th day of January, 1868, the Merchants' Exchange National Bank, a creditor of said bankrupt, having duly filed proof of their debt against said bankrupt, by G. A. Seixas, esq., their

solicitor, duly procured an order of the court requiring said bankrupt to appear before said register at the time named in said order, and submit to the examination required by said act; and that, on or about the 5th day of March, 1868, your petitioner also procured an order of the court returnable on the 6th day of March, 1868, requiring said bankrupt to appear at a time therein named, and submit to the examination required by said act.

391 That said orders were duly served on said bankrupt, and said bankrupt appeared before said register on the return day thereof, and said examination was thereupon commenced, and the same was continued under both of said orders in conjunction from time to time until the 1st day of December, 1868.

That, during the pendency of said proceedings before said register, certain witnesses were examined in opposition to the discharge of said bankrupt.

That, on the 23d day of January, 1868, said bankrupt filed in said court a petition, setting forth that, on said 15th day of October, 1867, he had been duly declared a bankrupt under said act; that he had duly surrendered all his property and rights of property, and had fully complied with and obeyed all the orders of the court touching his bankruptcy, and was ready to submit himself to any other and further examination, orders, and direction which the court might require, and prayed therein that he might be decreed by the court to have a full discharge from all his debts provable under said act, and a certificate thereof granted in accordance therewith.

That thereupon an order was issued by the court requiring all creditors of said bankrupt who had proved their debts, and other persons in interest, to appear before said register on the 18th day of February, 1868, and show cause, if any they had, why the prayer of the said petition should not be granted.

392 That, on the return day of said order, and thereafter, the examination of said bankrupt being still pending, said meeting was adjourned from time to time until the 15th day of December, 1868, when your petitioner duly entered his appearance in writing in opposition to the discharge of said bankrupt, in conjunction with one Jacob H. Brush, also a creditor of said bankrupt, who had filed due proof of debt, and had duly entered his appearance in opposition to the discharge of said bankrupt, and did thereafter, within the time required by the 24th general order in bankruptcy, file the following specifications of his objections to said discharge:

"In the district court of the United Stat s for the southern district of New York.

"IN THE MATTER OF JOHN THOMPSON, BANKRUPT. } In bankruptcy.

"To Isaac Dayton, esq., register in bankruptcy of the district aforesaid:

"SIR: Erastus F. Mead, of the city, county, and State of New York, and Jacob H. Brush, of Osage, in the county of Mitchell, and State
393 of Iowa, creditors of John Thompson, the bankrupt aforesaid, who have duly proved their respective debts against the estate of said bankrupt, and having notice of his petition for a discharge from his debts, having entered appearance to oppose the same by E. N. Taft, their duly constituted attorney, hereby oppose the granting of said

discharge, and for the grounds of such opposition file the following specification:

"First. That said bankrupt has wilfully, intentionally, and fraudulently omitted from Schedule B, annexed to his petition in bankruptcy herein, and has concealed a part of his estate or effects, and has been guilty of fraud in withholding the same from his assignee, the same being the following real and personal property, of which he was the owner, or in which he had an interest at the time of filing said petition:

"A. Three hundred shares of the stock of the National Currency Bank, standing in the name of the bankrupt's son, Samuel C. Thompson, of the value of $30,000.

"B. Three hundred shares of the stock of said bank standing in the name of the bankrupt's son, Frederick F. Thompson, of the value of $30,000.

"C. Two thousand shares of the stock of the First National Bank standing in the name of the bankrupt's son, Samuel C. Thompson,
394 of the value of $200,000.

"D. Two thousand shares of the stock of the said First National Bank, standing in the name of the bankrupt's son, Frederick F. Thompson, of the value of $200,000.

"E. The house and lot known as No. 275 Madison avenue, in the city of New York, standing in the name of the bankrupt's son, Samuel C. Thompson, worth, at least, the sum of $45,000.

"F. The real estate known as No. 44th street, in the city of New York, with the stable thereon erected, standing in the name of the bankrupt's son, Samuel C. Thompson, worth, at least, $15,000.

"G. The house and lot known as No. 271 Madison avenue, in the city of New York, standing in the name of bankrupt's son, Frederick F. Thompson, worth, at least, the sum of $45,000.

"H. The real estate situate in Canandaigua County, in the State of New York, standing in the name of the bankrupt's son, Frederick F. Thompson, and now occupied by said Frederick F. Thompson, worth, at least, the sum of $25,000.

"I. An interest in the business, and the avails thereof, carried on in the name of Thompson Brothers, a firm ostensibly composed of
395 the bankrupt's sons, Samuel C. and Frederick F. Thompson, as bankers and brokers, at No. 2 Wall street, New York City, from the fall of 1857 to the 1st day of July, 1864, or thereabout, to which business the bankrupt contributed the good will of the business theretofore carried on by him at that place, and a valuable lease thereof, and gave during all said period the assistance and support of his constant personal service, advice, financial skill, and judgment, the same being of the value per annum of not less than twenty-five thousand dollars, under a pretended arrangement with his said sons, by which he was to receive therefore from fifty to one hundred dollars per month, whereas in truth and in fact said business was carried on, and the avails thereof received and held by said Thompson Brothers, on a secret trust, for the benefit, in whole, or in large part, of him, the said bankrupt, and the said avails amounting to more than seven hundred thousand dollars, have ever since been, and still are, held by the bankrupt's said sons, under the same secret trust, and they are liable to account to the bankrupt's assignee in bankruptcy for a large amount on account thereof, to wit, for not less than $300,000.

"J. An interest in a co-partnership between said bankrupt and his sons, Samuel C. Thompson and Frederick F. Thompson, and
396 which commenced in the fall of 1857, and continued to the date

of the filing of the petition in the bankruptcy herein, and in the business, profits, and assets of such copartnership, which interest, at the time of the filing said petition, was of the value of not less than $200,000.

"K. A debt unpaid and due to the bankrupt from his sons, Samuel C. Thompson and Frederick F. Thompson, being for the fair and reasonable value of services rendered by him to them, at their request, for and during the period from on or about the 1st day of September, 1857, to the time of the filing of the petition in bankruptcy herein, amounting to $200,000.

"Second. That said bankrupt has wilfully sworn falsely in his oath to his said petition and in his affidavit annexed to Schedule B, annexed to said petition, in that none of the above-mentioned property so owned by him, or in which he had an interest as aforesaid, is embraced in said Schedule B, but was by him wilfully and designedly wholly omitted therefrom.

"Third. That said bankrupt has wilfully sworn falsely in his oath to his petition and in his affidavit annexed to Schedule B of said pe-
397 tition, in this, that at the time of making the oath to his petition and the affidavit to said schedule, he was not indebted to Thompson Brothers in the sum of $275,000, as stated by the bunkrupt in said schedule, and was not indebted to said Thompson Brothers in any amount whatever.

"E. N. TAFT,
"*Attorney for Erastus F. Mead and Jacob H. Brush.*"

That thereupon said register certified to said court all the proceedings had upon said petition, together with the examination of said bankrupt, and the testimony of said witnesses.

That the issues raised by said specifications coming on to be heard before the Honorable Samuel Blatchford, judge of the said court, after hearing counsel in behalf of said bankrupt, and of your petitioner in opposition to said discharge, said court granted said bankrupt a discharge, as prayed for as aforesaid, and thereupon, on the 14th day of June, 1869, an order or decree was entered in said court declaring said bankrupt forever discharged from all his debts provable under said act.

And your petitioner further represents that thereafter, and on the 3d day of July, 1869, a petition was duly filed in the circuit court of the United States for the southern district of New York, and served
398 upon said bankrupt, addressed to the Honorable Samuel Nelson, the judge thereof, by your petitioner, as a creditor of said bankrupt, having duly proved his claim as aforesaid, setting forth the facts before mentioned, and praying for a review of the said decision of his honor, Judge Blatchford, and a reversal of the same and of the order entered thereupon, and for a decree that said bankrupt is not entitled to his discharge; that at the same time a notice of appeal was duly served by your petitioner upon the said bankrupt, and upon the clerk of said United States district court aforesaid, and a bond for costs upon the said appeal to the United States circuit court aforesaid was duly executed, approved, and filed. That thereupon the whole record of all the proceedings theretofore had in the said case of John Thompson, bankrupt, including the said examination and testimony, was duly certified and transmitted into said circuit court.

That the said petition and appeal came on to be heard before the said circuit court, held by the Honorable Lewis B. Woodruff, a judge thereof, upon the said proceedings, examination, and testimony; and thereupon,

after hearing counsel on behalf of your petitioner, and of the bankrupt in opposition, said court made a decission affirming said discharge of said bankrupt; and on the 13th day of April, 1871, a decree was entered in said court, whereby it was ordered and adjudged that the said
399 order of discharge, made by said district court, be in all things affirmed.

And your petitioner further respectfully represents that your petitioner feels greatly aggrieved by said decision of his honor, Judge Woodruff, and by the decree affirming the order granting said bankrupt a discharge, entered thereupon, and the hardship thereof upon your petitioner. And your petitioner further represents that the debt due your petitioner, and proved against said bankrupt's estate, exceeds two thousand dollars, and the matter in dispute on such application for discharge, and on this appeal, exceeds two thousand dollars, exclusive of costs.

Whereupon your petitioner appeals from said decree of said circuit court, and respectfully prays that the said decree of said circuit court, and all the said proceedings, examination, and testimony in said case of John Thompson, bankrupt, may be sent to the Supreme Court of the United States without delay, and that the said Supreme Court will proceed to hear the said cause anew, and that the said decree of the said circuit court, and every part thereof, may be reversed, and a decree made that said bankrupt is not entitled to a discharge, or such other decree as to the said Supreme Court shall seem just.

E. N. TAFT,
Sol'r for Erastus F. Mead.

400 SOUTHERN DISTRICT OF NEW YORK, *ss:*

Erastus F. Mead, being duly sworn, says that he is the petitioner mentioned in the foregoing petition; that he has read the said petition, and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters therein stated on information and belief, and as to those matters he believes it to be true.

E. F. MEAD.

Sworn to before me this 21st day of April, 1871.
[L. S.] JOSEPH GUTMAN, JR.,
United States Commissioner, Southern District of New York.

(Endorsed:) Supreme Court of the United States. In the matter of John Thompson, bankrupt. Petition of Erastus F. Mead. E. N. Taft, his solicitor.

Service this day of a copy of the within petition is hereby admitted. N. Y., April 24th, 1871.

E. MORE.

Filed April 24th, 1871.

401 *Bond for costs.*

In the circuit court of the United States of America for the southern district of New York, in the second circuit.

IN THE MATTER OF JOHN THOMPSON, BANKRUPT.

Know all men by these presents that we, Erastus F. Mead, of the city of New York, and George W. Mead and Thomas Clark, jr., of the

city of Brooklyn, are held and firmly bound unto the above-named John Thompson in the sum of one thousand dollars *dollars*, to be paid to the said John Thompson, for the payment of which well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated the 21st day of April, in the year of our Lord one thousand eight hundred and seventy-one.

Whereas Erastus F. Mead, of the city, county, and State of New York, a creditor of said bankrupt, has prosecuted an appeal to the Supreme Court of the United States of America to reverse the decree rendered in the above-entitled suit by the judge of the circuit court of the United States for the southern district of New York, in the second circuit, in the proceedings on appeal therein:

Now, therefore, the condition of this obligation is such that if the above-named Erastus F. Mead shall prosecute the said appeal to effect and answer all damages and costs, if he shall fail to make the said appeal good, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

E. F. MEAD. [L. S.]
GEO. W. MEAD. [L. S.]
THOMAS CLARK, JR. [L. S.]

Sealed and delivered, and taken and acknowledged, this 21st day of April, 1871, before me.

JOSEPH GUTMAN, JR.,
United States Commissioner, Southern District of New York.

402 UNITED STATES OF AMERICA,
Southern District of New York:

Erastus F. Mead, George W. Mead, and Thomas Clark, jr., being duly sworn, they depose and say, each for himself, that he is worth the sum of one thousand dollars over and above all his just debts and liabilities.

E. F. MEAD.
GEO. W. MEAD.
THOMAS CLARK, JR.

Sworn to this 21st day of April, A. D. 1871, before me.

JOSEPH GUTMAN, JR.,
United States Commissioner, Southern District of New York.

(Indorsed:) Vol. , page . U. S. circuit court. In the matter of John Thompson, bankrupt. Bond for costs on appeal to Supreme Court of the United States. E. N. Taft, solicitor for E. F. Mead, appellant. Filed this 24th day of April, A. D. 1871.

Approved April 24th, A. D. 1871.

SAM'L BLATCHFORD, *D. J.*

Service of a copy of within this day admitted.
24 Ap'l, 1871. E. MORE.

403 By the Honorable Samuel Blatchford, one of the judges of the circuit court of the United States for the southern district of New York, second circuit, to John Thompson, bankrupt:

Whereas Erastus F. Mead, appellant in a proceeding on appeal, wherein the said Erastus F. Mead was appellant and you were respondent, has lately appealed to the Supreme Court of the United States from

a decree rendered by the circuit court of the United States for the southern district of New York, second circuit, in said proceedings on appeal, dismissing the petition for review therein;

And whereas the said Erastus F. Mead, appellant, has filed the security required by law upon his said appeal:

You are therefore cited to appear before the Supreme Court of the United States on the first Monday of December, 1871, and show cause, if any there be, why the decree named in the aforesaid appeal should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the Honorable Salmon P. Chase, Chief Justice of the
404 Supreme Court of the United States, at the city of New York, this twenty-fourth day of April, in the year one thousand eight hundred and seventy-one.

SAM'L BLATCHFORD.

(Endorsed:) In the Supreme Court of the United States. Erastus F. Mead vs. John Thompson. Citation. E. N. Taft, sol'r for E. F. Mead.

Service of a copy of the within citation is hereby admitted this day. N. Y., April 24th, 1871.

E. MORE.

Filed April 24, 1871.

(Indorsement on cover:) No. 494. The Merchants' Exchange National Bank of New York, appellant, vs. John Thompson, bankrupt; and No. 495. Erastus F. Mead, appellant, vs. John Thompson, bankrupt. S. New York, C. C. U. S. Filed 7th December, 1871.

United States Supreme Court.

ERASTUS F. MEAD,
Appellant,

Against

JOHN THOMPSON, Bankrupt,
Respondent.

Appellant's Statement and Points on motion of Respondent to dismiss Appeal.

This is a case of voluntary bankruptcy, the proceedings in which were had in the District Court for the Southern District of New York.

The appellant, Erastus F. Mead, was a creditor of the bankrupt, and duly proved his debt, which exceeded five thousand dollars, and opposed the discharge of the bankrupt, having appeared for that purpose by his solicitor, and filed specifications in opposition to the discharge, in the manner provided by law and the rules of the Court.

The case was duly noticed for hearing, and an argument was had before the District Court, and the result was that the District Court decreed the discharge of the bankrupt in the usual form.

The specifications are to be found on page 125 of the transcript of record, and the return of the Register and the Discharge are to be found on page 128.

From this Decree Erastus F. Mead *appealed* to the Circuit Court of the United States for the Southern District of

New York, and gave the security required by law, and duly perfected his appeal; at the same time he filed a petition for review of the said discharge. The notice of appeal and the petition of review are to be found at pages 129–134. And thereupon at a stated Term of the Circuit Court of the United States for the Southern District of New York, held at the Court Room, in the City of New York, present, the Honorable Lewis B. Woodruff, Circuit Judge, the appeal and petition were duly argued by counsel on the part of the appellant and the bankrupt, and a decree was made by the Circuit Court affirming the decree of the District Court, and discharging the bankrupt from his debt. An appeal was thereupon taken and duly perfected from this decree of the Circuit Court to the Supreme Court of the United States, by the said opposing creditor, and the case is now on the calendar, number 250.

Motion is now made by the bankrupt to dismiss the appeal, on the ground that no appeal lies from this decree of the Circuit Court to the Supreme Court.

POINTS.

FIRST POINT.—The authority for this appeal will be found in Section 22 of the Act of 1789. See Brightley's Digest, Vol. 1, page 257. We quote the language: "And upon a like process may final judgments and "decrees in civil actions, and suits in equity, in a Cir- "cuit Court, brought there by original process, or re- "moved there from Courts of the several States, *or re- "moved there by appeal from a District Court*, where the "matter in dispute exceeds the sum, or value, of two "thousand dollars, exclusive of costs, be re-examined "and reversed or affirmed, in the Supreme Court, the

"citation, in such cases, being signed by a Judge of "such Circuit Court, or Justice of the Supreme Court, "and the adverse party having, at least, thirty days "notice."

SECOND POINT.—If this statute does not authorize this appeal, it must be because the decree appealed from is not a decree in a civil action or a suit in equity, or because it was not removed by appeal from a District Court as there can be no question that the sum or value in dispute, exceeds the sum of two thousand dollars.

THIRD POINT.—We say then, first, that this proceeding in Bankruptcy is a suit in equity within the meaning of the Statute; and, secondly, that it was removed to the Circuit Court by appeal from the District Court.

1st. The extent of the Judicial power of the Courts of the United States is defined by the 2d Section of the 3d Article of the Constitution, which declares that, "The Ju- "dicial power shall extend to all cases, in law and equity, "arising under this Constitution, the laws of the United "States, and treaties made, or which shall be made, under "their authority."

No other language can be found which authorizes the giving of any jurisdiction to the District Courts in Bankruptcy Proceedings.

A Bankruptcy Proceeding must be a case in law, arising under the laws of the United States, or a case in equity, arising under the laws of the United States, or it is not within the Judicial power.

2d A Bankruptcy proceeding is a suit. The power conferred upon the District Courts by the Bankrupt Act is a *judicial power.*

(United States *v.* Ferrara, 13 How. 40. See in note to that case, United States *vs.* Todd.)

It is a power conferred upon them under the express designation of *Courts.*

And the power given to the Judge sitting at Chambers is that he "shall have the same powers and jurisdiction, including the power of keeping order and of punishing any contempt of his authority, as when *sitting in Court.*

See Bankrupt Act, Sec. 1, and throughout the Act.

We contend that it is a case in equity, in which the bankrupt proceeds (in voluntary proceedings) in the form prescribed by law against all his creditors, to obtain a judicial decree discharging him from all his debts.

See Osborn *vs.* Bank of U. S., 9 Wheaton, 738, 819.

In this case the Court say:

"The 2d Article vests the whole executive power in the President, and the 3d Article declares 'that the judicial power shall extend to all cases in law and equity arising under this Constitution, the laws of the United States, and treaties made, or which shall be made, under their authority."

"This clause enables the Judicial Department to receive jurisdiction to the full extent of the Constitution, laws and treaties of the United States, when any question respecting them shall assume such form that *the judicial power is capable of acting on it. That power is capable of acting only when the subject is submitted to it by a party who asserts his rights in the form prescribed by law. It then becomes a case,* and the Constitution declares that the judicial power shall extend to all cases arising under the Constitution, laws and treaties of the United States."

In Weston and others *vs.* The City Council of Charleston, 2 Pet., p. 449, the question was considered whether a writ of prohibition was a suit, and this Court held it was.

At page 464, Marshall, C. J., delivering the opinion of the Court, says:

"Is a writ of prohibition a suit?

"The term is certainly a very comprehensive one, and is understood to apply to any proceeding in a Court of Justice, by which an individual pursues that remedy in a Court of Justice which the law affords him. The modes of proceeding may be various, but if a right is litigated between parties *in* a Court of Justice, the proceeding by which the decision of the Court is sought, is a suit."

Clearly, a voluntary proceeding in Bankruptcy comes within this description.

3d. It is a suit *in equity*. It must be either a case in law or equity, else the District Court could not receive the jurisdiction of it. Cons., art. 3, sec. 2.

It has none of the characteristics of a case in law. Waring *vs.* Clark, 5 How., 460.

It has all the characteristics of a case in equity.

The Bankrupt Act (sec. 1) itself places it in the category of suits in equity, by declaring: "The said Courts shall "have full authority to compel obedience to all orders and "decrees passed by them in Bankruptcy, by process of "contempt, and other remedial process, to the same extent "that the *Circuit Courts now have in any suit pending therein* "*in equity.*"

The decree of discharge granted by the District Court was then a final decree in a suit in equity in that Court.

4th. From this decree an appeal was properly taken to the Circuit Court, under the 2d Section of the Act of March 3d, 1802 (2 St. 244), which reads as follows:

"From all final judgments or decrees in any of the District Courts of the United States, an appeal, when the matter in dispute, exclusive of costs, shall exceed the sum or value of fifty dollars, shall be allowed to the Circuit Court next to be holden in the district, where such final judgment or judgments, decree or decrees may be rendered, and the Circuit Court or Courts are hereby authorized and required to receive, hear, and determine such appeal."

That this provision is applicable to the appeal taken in this case, see exparte Zellner, (9 Wallace, 246).

It thus appears that the decree of the Circuit Court, from which this appeal to the United States Supreme Court is taken, was a decree in a suit in equity, removed there by appeal from the District Court, and therefore an appeal to this Court is within the Act of 1789, above quoted.

FOURTH POINT.—If this conclusion is correct, then of course the position of the respondent's counsel, that "the only mode of review at the Circuit was by petition under 2d section of the Act," is shown to be untenable, and therefore the decisions cited to show that when such is the only mode of review there can be no appeal to this Court, do not apply to this case.

In Morgan *vs.* Thornhill, and Hall *vs.* Allen, the orders sought to be reviewed were not final decrees, but only interlocutory orders; and the only mode of review at the Circuit was by petition under said section 2, and such was the mode resorted to in those cases.

They are, therefore, clearly to be distinguished from the case before the Court, in which there was a final decree in the District Court, discharging the bankrupt from all his debts; from which final decree an *appeal* was taken to the Circuit Court, and the whole record taken up to the Circuit Court; and the appeal to this Court being from the decree of the Circuit, affirming the decree made in the District, and decreeing the bankrupt's discharge.

The motion to dismiss should be denied.

R. D. BENEDICT,

Counsel for Appellant.

Supreme Court

OF THE

UNITED STATES.

THE MERCHANTS' EXCHANGE NATIONAL BANK,
Appellant,

AGAINST

JOHN THOMPSON,
Bankrupt.

ERASTUS MEAD,
Appellant,

AGAINST

JOHN THOMPSON,
Bankrupt.

BRIEF FOR RESPONDENT.

AMASA J. PARKER,
Counsel for Bankrupt.

NEW YORK:
COSMOPOLITAN PRINTING COMPANY,
No. 163 William Street.

1873.

Supreme Court

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THE MERCHANTS EXCHANGE NATIONAL BANK,
Appellants,
vs.
JOHN THOMPSON, Bankrupt,

ERASTUS MEAD,
Appellant,
vs.
JOHN THOMPSON,
Bankrupt.

BRIEF FOR RESPONDENT.

These are in fact one case.

Two separate creditors filed duplicate specifications, (page of Record 123 and 125,) and united in their opposition. These contain the only objections which have been raised to the discharge of the respondent.

Briefly, they charge that the bankrupt either owns or has an interest in the stock of the two banks, or in the property standing in the name of his two sons and of his wife.

Counsel for the bankrupts regard the evidence as entirely failing to sustain the specifications.

Looking at it in this light—as a groping after something not found—it follows that the Court will be compelled to read the evidence, with little assistance from counsel. There is one question and answer, and one error only to which we invite attention.

At page 72 of the Record, in answer to question 189, occurs this sentence: "I gave him this direction expecting to go in business, and to fail." The word "not" before "to fail" has been omitted through some mistake. In the papers before Judge Woodruff, page 34, it is correctly printed: "I gave him this direction expecting to go into business, and *not* to fail."

On page 58 of the Record, question and answer 12 are as follows:

"Q. Has Mrs. Thompson, to your knowledge, ever had in her possession, or owned, any considerable sums of money at any one time—say to exceed $5,000?

"A. Not that I know of."

On page 104, question and answer 490, will be found the bankrupt's explanation.

FIRST POINT.

The creditors assume that they had a lien, when Thompson failed, on his brains—had a right to let or sell them; or that if he, being hopelessly insolvent, gave advice for $100 or $200 a month, which was worth more that the creditors have some (we have not been told what) interest in the fruits.

This fallacy was repudiated in the District and Circuit Courts. As the rights of these parties are to be controlled by the law of New York, I call attention to a decision of the Commissioners of Appeals in 1871. Abbey v. Deyo, 44 New York Reports, page 343, in which Judge Hunt treats this question as follows:

"In arguing this point the appellant's counsel insists that the services, the time, and talents of the husband are valuable, and he has no more right to give them to his wife, as against his creditors, than to give to her his property to their prejudice. The one, he says, is as much their property as the other. This argument is entirely unsound. The property of a debtor, by the laws of all commercial countries, belongs to his creditors. He must be just before he is generous—he must pay before he gives. Not so with his talents and his industry. Whether he has much, or little, or nothing, his first duty is the support of his family. The instinctive impulse of every just man holds this to be the first purpose of his industry. The application of the debtor's property is rigidly directed to the payment of his debts. He cannot transport it to another country, transfer it to his friend, or conceal it from his creditor. Any or all of these things he may do with his industry. He is at liberty to transfer his person to a foreign land. He may bury his talent in the earth, or he may give it to his wife or friend. No law, ancient or modern, of which I am aware, has ever held to the contrary. No country,

unless barbarous and heathen, has ever authorized the sale of the person of a debtor for the satisfaction of his debts."

In Buckley v. Wells, 33d New York, 518, the Court of Appeals held substantially the same rule.

See also to the same effect, Gage v. Dauchy, 34 New York Reports, 293. and Knapp v. Smith, 27 New York, 277.

SECOND POINT.

Grant that if the $100 a month was a cover, and the real agreement between the bankrupt and his sons was that he was to own one-quarter or one-half of what resulted, where is the proof?

Fraud is not presumed. The proof is directly the contrary; and if we do step down into the field of presumption, are we to presume that an old gentleman, insolvent for several hundred thousand dollars, will, "on the sly," accumulate property which can be retained only by the preconcerted perjury of himself and of his family, and which cannot be enjoyed at all?

Again: there is no proof that the bankrupt's assistance or advice was ever worth even $100 a month; no witness is called to prove his value. Success, during the war times and fluctuations, was as often proof of

luck as of brains. There is no proof that it resulted, in this case, from *his* luck or brains. He failed by reason of his heavy "outside" operations in Breckenridge, and was under a cloud. Sound and careful financiers would naturally avoid him.

THIRD POINT.

It is perfectly well settled in New York State, by legislation and judicial decision, that Mrs. Thompson can hold against his creditors all the property she has.

Laws of 1848 and 1849 referred to in above cases. Laws of 1860, chapter 90; Laws of 1862, chapter 172.

Phillips v. Wooster, 36 New York Reports, page 412; Curtis v. Fox, 47 New York Reports, 290.

There has been quite a controversy in our Supreme Court upon the question whether, where a married woman dies without having disposed of her real estate by will or deed, so much of the old tenancy by the courtesy as remained in such case, does or does not survive. The point has not been decided in the Court of Appeals that we are aware of.

We think the weight of argument is against it. See Billings v. Baker, at Special and General Term, 15 Howard's Practice Reports, 525, and 28 Barbour's Reports, 343. All, however, agree that he has no legal

estate during her life. He has the same interest he has in the real estate of his sons, or of any relative, viz: If they should die intestate, and the bankrupt should be the next of kin, he would take.

If Mrs. Thompson should die to-day intestate, the assignee could not reach the interest he would then acquire. This point was decided in Curtis v. Fox (47 N. Y., 302).

Judge Grover says, alluding to the effect of the husband's death pending the suit:

"Here, at the commencement of the action, Fox had no legal interest in the land, and he did not acquire any until long after putting in his answer."

He "acquired" it, if at all, by the death of the wife intestate—not having disposed of her real estate during her life, or by will. All the bankrupt law required of the bankrupt was that he should schedule all the property he owned when he filed his petition.

LAST POINT.

But it is no ground for opposing a discharge, that the bankrupt himself, or his counsel, should mistake the law. It is the fraudulent intent alone that can work that result.

The bankrupt has fully and freely disclosed everything.

If Mrs. Thompson has any property she cannot hold; the arm of the assignee in bankruptcy is long enough to reach it. Besides, the only fair interpretation of the specifications is, that the creditors charge Thompson with fraudulently holding property in the name of his wife and sons—putting it there to keep it from his creditors—not that the legislation in New York has failed to change the common law in this or that respect by reason whereof creditors have some rights overlooked, or not understood, by the bankrupt or his counsel. The discharge should be sustained.

AMASA J. PARKER,

Counsel for Bankrupt.